

THE PROVISIONS HEREIN APPLY ON INTERSTATE AND INTRASTATE TRAFFIC

RMX FREIGHT SYSTEMS, INC.

MC-69877

ROSI 100-A

(CANCELS ROSI 106-K)

**GENERAL PROVISIONS
AND
SPECIAL SERVICES**

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ISSUED BY:

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RULES AND REGULATIONS

Governing Publications

This tariff is governed, except as otherwise provided herein, by the following described tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:

Publication	Issuing Agent or Carrier	Reference
RMX Base Rates	RMX Freight Systems, Inc.	ROSI 500-AK
RMX Fuel Surcharge	RMX Freight Systems, Inc.	ROSI 100-A
Hazardous Materials Regulations	U.S. D.O.T	CFR Title 49
National Five-Digit Zip Code Directory	United States Postal Service	-----
National Motor Freight Classification	National Motor Freight Traffic Association, Inc.	NMF 100**

* Only when specific reference is made hereto.

** Governs to the extent provided in Tariff ROSI 100-A.

*** In the event of a conflict between the terms and conditions of this ROSI 100-A and the referenced tariff effective on date of shipment, the referenced tariff effective on date of shipment shall control.

Definitions

(1) ACCESSORIAL RATES & CHARGES: Additional fees assessed on a shipment, due to additional services requested by the shipper, consignee or third party, of the carrier beyond the normal services included in the carrier's gross price including linehaul, pickup, and delivery service.

(2) BUSINESS DAY OR BUSINESS HOURS: Except as otherwise provided in individual items of this tariff, the terms "business day" or "business hours" mean that time (8 AM to 5 PM local time) during which operations are generally conducted by the carrier at the point where the service is performed. The terms "business day" or "business hours" will not include Saturdays, Sundays, or Holidays as defined in this item.

(3) LEGAL HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve Day, and Christmas Day.

4) DISCOUNT: Negotiated percentage reduction from Line Haul Charge.

(5) GROSS PRICE: Rates and charges on the freight bill tabulated by multiplying the negotiated rates times the weight per shipment, excluding any discounts, accessorial charge(s) or surcharges. Line Haul Charge is equal to the Gross Price.

(6) NET PRICE: This is the Gross Price less any applicable Discount.

(7) SHIPMENT: Except as otherwise provided, a "shipment" is a lot of freight received from one shipper at one location and time, for one consignee at one destination, covered by one bill of lading, whose weight includes all packaging, wrapping, and pallets used in the shipment.

(8) SINGLE SHIPMENT: The term "Single Shipment" means only one shipment is tendered from one shipper, at one location and time, for one consignee at one destination, covered by one bill of lading or shipping receipt.

(9) SURCHARGES: Additional fees assessed on a shipment due to costs to the carrier in such areas as fuel and declaration of excess value.

(10) TOTAL PRICE: Sum total of net price, plus accessorial charge(s) (if any) and surcharges (if any).

(11) VEHICLE: Wherever the term “trailer,” “vehicle,” or “vehicles” is used, such terms will have reference to either a trailer which does not exceed fifty three (53) feet in length,

(12) TRUCK UNIT: The term “truck unit” shall be understood as meaning a truck, truck and trailer combined, or tractor and a semi-trailer.

(13) IMPORT: Except as otherwise specifically provided, the term “import” or “import traffic” shall be understood as meaning any traffic having a prior movement from a country outside the destination country.

(14) EXPORT: Except as otherwise specifically provided, the term “export” or “export traffic” shall be understood as meaning any traffic having a subsequent movement to a country outside the origin country.

(15) In the application of this tariff, the terms LTL, AQ, and TL shall be defined as follows: (a) LTL — ‘Less than Truckload’ shall mean all shipments subject to NMFC class, weighing or rated as 19,999 pounds or less. (b) AQ — ‘Any Quantity’ shall mean all shipments subject to AQ class in the NMFC, weighing or rated as 19,999 pounds or less. (c) TL — ‘Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 20,000 pounds or more.

(16) MINIMUM CHARGE: The minimum level for Line Haul Charges for a shipment, including discount or other price reductions that may otherwise be applicable. The minimum charge level may vary between origin/destination pairs. This charge is not to be interpreted as a single level of charge for shipments of a defined weight between any origin and any destination.

(17) ABSOLUTE MINIMUM CHARGE: The Absolute Minimum Charge, as specifically provided in some tariff items, is not subject to further discount or reduction and is the absolute floor or lowest charge that can be applied.

(18) THIRD PARTY or LOGISTICS PROVIDER: A person or entity, with either apparent or direct authority over the shipment, but whom is neither the shipper nor the consignee on a Bill of Lading for a shipment. Logistics Provider is any person or business entity holding itself out as a Broker, freight forwarder, third party logistics provider or agent of a Shipper.

(19) BILL TO: A person or entity designated as "Bill To" on the Bill of Lading who is the shipper, the consignee, or a Third Party.

(20) LUMPER SERVICE: Any third party service required by shipper or consignee to provide loading and/or unloading services from the carrier's vehicle at a shipper's or consignee's facility.

(21) BILL OF LADING: The document evidencing the receipt of goods for shipment issued by the Shipper or agent of the Shipper. In the event of a conflict between the terms and conditions on the Bill of Lading, and RMX Freight Systems, Inc.'s tariff, ROSI 100-A, RMX's tariff shall control.

ITEMS

ITEM 100: ADVANCING CHARGES

Where shipments are tendered to RMX FREIGHT SYSTEMS, Inc., involving the advancement of charges which are to be collected from the consignee and remitted to the owner, warehouseman or agents, such shipments shall be subject to a charge of 4% of the amount advanced subject to a minimum charge of \$57.00 per shipment. Such charge shall be in addition to all other lawfully due charges on such shipments and shall be collected from the party from whom these other lawful charges are collected.

ITEM 102: APPLICATION OF ALLOWANCES & DISCOUNTS

Except as otherwise provided in the individual pricing agreements making reference to this rules schedule, the rates and charges as named in this schedule are not subject to the allowances and discounts as named in other discount or allowance pricing agreements

ITEM 103: APPLICATION OF RATES – JOINT LINE

- 1) Except as otherwise provided for in individual pricing agreements, the rates as published will apply only on single line (one carrier) or joint line (two carriers) hauls.
- 2) On shipments other than referred to above, combinations of rates will apply via the point of interchange to the intermediate carrier. All shipments moving on a combination of rates must be prepaid.

ITEM 104: APPLICATION OF RATES – PALLET RATES

When governed by this tariff, any tariff, contract, customer specific pricing agreement or statement of agreed pricing that provides rates/charges stated in units of "Per Pallet" subject to a maximum weight per pallet, the following will apply. If the total shipment weight exceeds the maximum stated weight per pallet, multiplied by the number of pallets:

1. Divide the total shipment weight by the stated maximum weight per pallet
2. Round all fractions up to the next whole number
3. Use this number so calculated to determine the number of pallets to be charged for at the stated rate per pallet

Example: Stated maximum weight per pallet equals 2,400 lbs. Shipment consists of 3 pallets with total weight of 8,000 pounds. Divide 8,000 pounds by the 2,400 pound stated maximum = 3.3. Round 3.3 to 4 pallets. Charge to be computed at the applicable rate per pallet for 4 pallets.

A maximum dimension of 48 inches X 48 inches X 48 inches shall apply.

LIABILITY FOR SHIPMENT PRICED BY HANDLING UNIT (PALLET RATES)

RMX Freight Systems, Inc.'s liability for loss, damage, or destruction to all or any part of a shipment that has been priced per pallet shall be limited to \$1.00 per pound per package or \$10,000.00 per shipment, whichever is less.

ITEM 105: SHIPMENTS OF EXTRAORDINARY VALUE

For purposes of transporting shipments, shipments having an invoice value in excess of \$10.00 per pound or \$100,000.00 per shipment will be considered as being of extraordinary value.

When a value in excess of \$10.00 per pound or \$100,000.00 per shipment is declared on the bill of lading by the shipper at time of shipment, the liability of RMX FREIGHT SYSTEMS, INC. for loss or damage will be limited to a maximum claim liability of \$10.00 per pound or \$100,000.00 per shipment, whichever is less.

Note: The provisions of this item do not apply to any article which is subject to an actual value or released value provision neither in the NMFC nor to any "used" item. Refer to Items 106 and 107 of the ROSI 100 Rules Schedule for liability limits on these articles.

ITEM 106: DECLARED OR RELEASED VALUE SHIPMENTS

When articles are subject to actual value, declared value or released value provisions in the NMF 100 Series, the same will be applicable to all pricing agreements or contracts, including minimum charges. If the shipper fails to show an actual value, declared value or released value on the bill of lading at the time of shipment, the actual value, declared value or released value provisions will still be applicable. Regardless of the actual value, declared value or released value shown, carrier's liability will be limited to the lowest of the actual values, declared values or released values shown in the NMF 100 Series.

ITEM 107: RELEASED VALUE – USED ITEMS

Shipments of used items, including but not limited to used machinery, used contractors equipment, used office equipment, etc. will be accepted only when a released to a value not exceeding \$.50 (fifty cents) per pound (See Note).

Note: If the shipper fails or declines to execute the above statement or designates a value exceeding \$.50 (fifty cents) per pound, the shipment will not be accepted. But, if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.50 (fifty cents) per pound and the shipment will move subject to such limitation of liability. The carrier's liability for loss or damage will be predicated upon the weight of the articles actually lost or damaged and not upon the total weight of the shipment or not upon the actual value of the articles, whichever is lower.

ITEM 108: ARRIVAL NOTICE AND UNDELIVERED FREIGHT (SEE NOTES F & G)

- 1) After shipments arrival at the carriers destination terminal, notice of arrival (See Note A) will be given by:
 - (a) Actual tender of delivery to consignee's place ; OR
 - (b) Telephone, if convenient and practical ; OR
 - (c) Written Notice (See Note B)

- 2) If freight cannot be delivered because of consignee's refusal to accept it, or because the carrier cannot locate the consignee, or 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 (See Notes C & D).

NOTE A:

However transmitted, the notice will specify the point of origin, consignor, commodity description and shipment.

NOTE B:

When transmitted by mail, the notice will be deemed to have been received 8:00 A.M. the second business day after it was mailed. When transmitted by email or facsimile, the notice will be deemed to have been received 5:00 P.M. the day the Email or facsimile was sent.

NOTE C:

If notice is given by phone, the carrier's record of such date will govern, and said record will include name of consignor contacted, name of individual contacted, date contacted and the telephone number.

NOTE D:

If written notice is accomplished by Certified Mail, the date of consignor's signature will determine arrival notice date. If by mail, Note B will determine arrival notice date (See Note E).

NOTE E:

If consignor is advised of undelivered freight by both telephone and written notice, the earlier date will govern the arrival notice date.

NOTE F:

If original consignee subsequently receives the shipment, any storage charges will be based on the date of arrival notice to the consignee. If another party subsequently receives the freight, arrival notice will be determined by Notes C & D.

NOTE G:

Instructions issued prior to tender of delivery will not be accepted as authority to re-ship or limit the storage liability of an undelivered shipment.

ITEM 110: CAPACITY LOADS AND OVERFLOW

- 1) The terms “Loaded to Capacity” or “Capacity Load” refer to the extent which a vehicle is loaded with freight, each term meaning:
 - a) That quantity of freight which because of unusual shape or dimensions or because of necessity to segregate from other freight requires the entire capacity of the vehicle, OR
 - b) That quantity of freight which in the manner tendered by the shipper so fills a vehicle that no additional articles in that shipping form tendered identical in size or the largest article in the shipment can be loaded in or on the same vehicle, regardless of whether or not there is another article tendered for loading as part of the same shipment, OR
 - c) That quantity of freight that can be legally loaded in or on a vehicle because the weight or size limitations of state or other regulatory agencies, OR
 - d) That quantity of freight, which in the manner tendered by the shipper, occupies more than thirty-six (36) lineal feet of the trailer.
- 2) The term “vehicle” means any vehicle of not less than 48 feet in length, drawn by one power unit and used on the highways for the transportation of property.

- a) **STRAIGHT SHIPMENTS:**

When on straight shipments of one article, each vehicle loaded to capacity will be subject to a minimum charge based on minimum weight shown in Note A at the applicable straight TL rate provided for the article (See Notes A & C). When a shipment is so loaded that one or more vehicles are loaded to capacity and an excess remains that does not occupy the full capacity of another vehicle, such excess will be charged for as a separate LTL or TL shipment, whichever is cheaper.

- b) **MIXED SHIPMENTS:**

When on a mixed shipment of different articles subject to LTL or TL rates, each vehicle loaded to capacity will be subject to a minimum charge determined as follows:

- 1) The actual weight of each article in the vehicle shall be subjected to the applicable TL rate provided for each article.
- 2) Each vehicle loaded to capacity will be subject to a minimum weight which shall be that which is the highest applicable to any article in the shipment (See Notes).
- 3) If the total weight in the vehicle loaded to capacity is less than the minimum weight provided in paragraph 2 of this section, the deficit weight will be subject to the TL rate applicable to the rate of the article that is the greatest weight in the shipment.
- 4) When a mixed shipment of different articles is so loaded that one or more vehicles are loaded to capacity and an excess remains which does not fill another vehicle to capacity, such excess will be charged for as separate LTL or TL shipments, whichever is cheaper.

NOTE A:

When determining the minimum charge for a vehicle loaded to capacity, the minimum weight for that portion of the shipment filling a vehicle to capacity will be as provided in Parts A& B, subject to the following: (See Note B)

WHEN ANY ARTICLE IN THE VEHICLE IS SUBJECT TO AN NMFC LTL CLASS RATING OF:	THE MINIMUM WEIGHT WILL BE:
Higher than 175 (use 20M rate)	10,000 lbs.
110 through 175 (use 20M rate)	15,000 lbs.
92.5 through 100 (use 20M rate)	20,000 lbs.
70 through 85 (use 30M rate)	30,000 lbs.
50 through 65 (use 40M rate)	40,000 lbs.

NOTE B:

When the minimum charge for a capacity loaded vehicle is less on the basis of the TL rate and TL minimum weight as provided herein (or actual weight, if greater) for one or more of the articles in the vehicle and on the basis of the other articles in the vehicle being rated as a separate shipment, such lower charges shall apply.

NOTE C:

When on shipments for which there is published a TL commodity rate and minimum weight or minimum number of units, a flat charge per vehicle, flat charge per shipment or rate per mile, the minimum charge for a vehicle loaded to capacity will be the applicable TL or volume commodity rate subject to the minimum weight or minimum number of units, or the flat charge per vehicle, flat charge per TL or volume shipment or the rate per mile.

NOTE D:

Shipper is not allowed to split capacity load or truckload shipments into two or more shipments by giving separate bills of lading when shipment is from the same shipper to the same consignee on the same date and trailer. The carrier shall combine these shipments into one and rate the shipment as a truckload.

NOTE E:

When using the provisions of this schedule, the rates to be used will be the current level of rates as published in the ROSI 501 Series.

ITEM 112: COLLECT ON DELIVERY (COD) SHIPMENTS

Collect on delivery (COD) shipments will be accepted by the carrier subject to the provisions listed below.

- 1) Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading – Short Form", or "Straight" bill of lading forms as shown in the National Motor Freight Classification (NMFC).
- 2) The letters "COD" must be stamped, typed or written on all bills of lading and shipping orders immediately before the name of the consignee; or "COD in red letters at least one (1) inch in height with the thickness of a stroke 1/8 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one (1) COD amount may be shown and may not be subject to change dependent upon time or condition of payment. The name and street and post office address of the consignor and consignee must be shown on the 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 or space provided for description of articles, special marks and exceptions the following information:

Collect on Delivery, \$ _____ and remit to:
 _____ Street
 _____ City _____ Zip
 C.O.D. Charge to be paid by:
 Shipper _____ Consignee _____

- 3) Each package must be plainly marked, labeled or tagged by the consignor showing the letters "COD", the name and the address of the consignor and consignee in accordance with Item 580 of the NMFC.
- 4) COD packages will not be accepted on the same bill of lading with packages other than the COD and only packages covered by the one COD bill may be tendered on one bill of lading.
- 5) If consignor desires to forward invoices 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(s) to accompany shipment to destination
- 6) 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.
- 7) COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make a partial delivery. The carrier is responsible to deliver shipments in accordance with the bill of lading contract. If for any reason, upon presentation for delivery, COD payment is refused by the consignee, the carrier is responsible for disposition of the shipment only in accordance with the bill of lading contract and tariff provisions applicable. The carrier is not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of the goods.
- 8) Intoxicating beverages may be handled COD only under 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).
- 9) The amount of COD bills of COD shipments must be collected at the time such shipments are delivered to the consignee.
- 10) Only the following forms of payment will be accepted in payment of COD amounts: (1) cash, up to a maximum of \$250.00; (2) bank cashier's check; (3) bank certified check; (4) money order; (5) personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks and money orders shall be made payable to the consignor, or such party as may be designated by the consignor as the payee. The carrier will accept checks and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to the consignor or such other party as may be designated by the consignor as the payee.
- 11) Any charge as provided for in this item for collecting and remitting the amount of COD shipments will be collected from the consignee except that such charge may be prepaid by the shipper providing such notation to that effect is made by the shipper on the bill of lading and shipping order at the time of shipment. Collection and remitting charges for freight or other lawful charges due the carrier shall be made to the carrier and must not be included in the checks or money orders made payable to the consignor.
- 12) Upon collection of the COD amount, the carrier 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 moved in interline service, the delivering carrier shall, at the time of remittance of the COD amount to the consignor or payee, notify the origin carrier of such remittance.

- 13) The charge as a destination carrier for collecting and remitting the amount of the COD on shipments consigned as COD shall be 6% of the COD shipments, subject to a minimum charge of \$75.00 per shipment.
- 14) The carrier will, upon written authorization from the consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally shown on the bill of lading and shipping order, subject to an additional charge of \$22.00 per shipment.
- 15) The carrier will, upon request of the consignor, change the status of a COD shipment or change the status of a shipment to COD by increasing, reducing, adding or canceling the amount of the COD, subject to the following provisions:
 - a) The request must be received by the delivering carrier in time to accomplish the change requested prior to affecting delivery of the shipment.
 - b) The following charge will be made for changing the status to a COD shipment and/or for increasing, reducing, adding or canceling the COD amount. Such charge will be made in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing. The charge for the above service shall be \$22.00 per shipment.
 - c) The carrier does not obligate itself to accept the changes provided herein, but upon request, a reasonable effort will be made to do so, subject to the provisions herein.
- 16) The carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:
 - a) When the shipper fails to mark the bill of lading, shipping order and packages in compliance with Sections 1 & 2 of this item; OR
 - b) When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 calendar days from the date of the shipment.

ITEM 113: COLLECTION OF CHARGES

The carrier will follow instructions on shipper bill of lading regarding whether freight charges are to be billed prepaid or collect. If the bill of lading gives no indication how freight charges are to be billed, the charges will be billed to the shipper.

ITEM 114: COLLECTION OF FREIGHT CHARGES FROM A THIRD PARTY

- 1) When a party other than the consignor or consignee on the 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 the time of shipment.
- 2) When the carrier is requested to bill a third party for the freight charges, the shipment may move either "prepaid" or "collect", however, in either instance the freight charges must be guaranteed by the consignor or consignee as the case may be if such third party fails to pay the lawful charges within the credit limitations of RMX FREIGHT SYSTEMS, INC.
- 3) The provisions of Section 7 of the bill of lading contract will be null and void on shipments where the consignor requests the carrier to bill a third party for the freight charges.

- 4) When the carrier is instructed to bill freight charges to a third party and such information is not shown on the original bill of lading at time of shipment, an additional charge of \$38.00 will be assessed for a new billing in addition to the other applicable charges. The additional charge will be assessed against the party billed for the freight charges.

ITEM 116: RATES & DISCOUNTS – THIRD PARTY SHIPMENTS

Definition –

For rating and discounting purposes, reference to a third party shipment will mean a freight bill on which the payer of the freight charges is not the shipper or its paying agent, not the consignee or its paying agent and not an additional location of the shipper's or consignee's company.

Discounts published in ROSI pricing agreements will also apply on third party shipments. If the third party has both an inbound and outbound discount, the outbound discount will apply on "prepaid" shipments and the inbound discount will apply on "collect" shipments. If the third party has multiple locations and multiple discounts, the lower discount will apply. An FAK provision in a discount item will be applied on third party shipments if applicable.

ITEM 118: CONTROL & EXCLUSIVE USE OF VEHICLES

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

- a) Select the vehicle for the transportation of a shipment;
- b) Transfer the shipment to another vehicle;
- c) Load other freight on the same vehicle;
- d) Remove locks or seals applied to the trailer.

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

- a) Charges will apply to each vehicle used to transport the shipment;
- b) The request for exclusive use must be in writing and placed on the bill of lading at the time of shipment;
- c) When a notation on the bill of lading prohibits the carrier from breaking locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for the exclusive use of a vehicle;
- d) The vehicle will be devoted exclusively to the transportation of the shipment without the breaking of locks or seals, except as provided in paragraph e);
- e) In the event a lock or seal has been removed from a vehicle, the carrier will immediately re-lock or re-seal the vehicle and will notate on the accompanying papers with the new lock or seal number and the reason for the removal of the original seal or lock. No freight will be added to the vehicle except at the instruction of the consignor or consignee;

- f) Freight charges for shipments moving under provisions of this rule will be computed at the applicable the Class 100 rate for 20,000 lbs. (See Note A) with no discount applied;
- g) Charges are to be paid by the party requesting the services and the non-recourse (Section 7) stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on U. S. Government bills of lading);
- h) When the request for exclusive use of the vehicle is made by the consignor or consignee after shipment has been signed for and is in the possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle over as much of the route as possible. The party making the request must confirm it in writing, and must guarantee the freight charges. Such written request and 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 f) between the point of origin and the point of destination;
- i) Except as provided in Note B, stop-off for partial loading or partial unloading will not be permitted on shipments transported under the provisions of this item.

NOTE A:

The Class 100 rates to be applied are those rates applicable on the 20,000 pound minimum weight as published by RMX FREIGHT SYSTEMS, INC. in ROSI 500 Series Tariff and reissues thereof.

NOTE B:

On local (single item) traffic, stopping in transit under the provisions of Item 170 will be permitted. The carrier will not be responsible for reapplying a seal or lock following a stop for partial loading or partial unloading, but upon specific request to reapply a seal or lock following such service, the carrier will make a diligent effort to do so.

ITEM 120: DENSITY – METHOD OF DETERMINING

Where rates are applicable according to the density of articles as tendered for shipment, the word “density” shall mean “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, packaging and pallet or skid, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article, piece or package by the cubage of such article, piece or package.

- a.) A vertical dimension of 96 inches will be used to determine the height if the freight cannot be stacked due to:
 - The nature of the article due to irregular shape.
 - Packaging or lack thereof.
 - Palletization is “pyramided”, “rounded off”, “topped off”, “uneven” manner, or open topped boxes or crates.
 - Specific instructions by the shipper, consignee, or BOL saying freight is non-stackable.
 - Instructions applied directly to the freight, specifying not to be top loaded or stacked.
- b.) When the width of an article is equal to or greater than 48 inches, it will be computed as having a width of 96 inches.

The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.

ITEM 122: INTERSTATE VS. INTRASTATE

Interstate Traffic means traffic between any place in a state and any place in another state.

Intrastate Traffic means traffic moving from point of origin in one state to another point in the same state.

ITEM 124: IMPRACTICABLE OPERATIONS

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate a motor vehicle because of:

- a) The condition of the 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, strike by consignor's or consignee's employees, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to person or property.

ITEM 126: LTL VS. TL

For purposes of determining the application of discounts, any shipment subject to rates with a minimum weight of 19,999 lbs. or less will be considered LTL and any shipment subject to a minimum weight of greater than 19,999 lbs. will be considered TL.

ITEM 130: MAXIMUM CHARGE – ALTERNATION OF LTL RATES

When the charges computed on the higher rate at actual weight exceeds the charge computed on the lower rate at a greater minimum weight, the latter charge will apply.

ITEM 132: MAXIMUM WEIGHT – TL

Except as specifically provided in individual items, TL provisions subject to a maximum weight restriction will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of shipment in excess of a stated maximum weight shall be rated as a separate shipment.

ITEM 134: MINIMUM CHARGE AND MINIMUM DISCOUNT

- 1) Except as otherwise provided, the minimum charge and minimum discount for shipments subject to class or commodity rates will be governed by the respective contracts or pricing agreements.

- 2) In no case shall the minimum charge (after discount is applied) be less than \$90.00 per shipment on intrastate points, or \$112.00 per shipment on interstate points unless otherwise provided.
- 3) A minimum discount of 70% will apply on all LTL rated shipments using ROSI 501 Series Tariffs and reissues thereof, unless otherwise negotiated.
- 4) Payment of allowances or refunds will be subject to the above minimum floor provisions.

ITEM 136: MIXED PACKAGES – LTL (Exception to Section 3 of NMFC Item 640)

The charge for a package or packages containing freight of more than one class shall be at the rate provided for each individual article in the package.

- a) The bill of lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total weight of each separately classified or rated article.
- b) When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at rate applicable to the lowest classed article contained in the mixed packages comprising the shipment.
- c) If shipper fails or declines to provide the carrier with separate weights for each of the commodities in the mixed package, shipments shall be charged for at the rate applicable to the highest rated article in the mixed package.

ITEM 138: MIXED SHIPMENTS

On a mixed shipment consisting of 2 or more commodities subject to different rates, the charge for each commodity shall be the respective LTL rates applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the applicable rate to the lowest rated of such commodities.

ITEM 144: PACKING OR PACKAGING – REQUIREMENTS

- a) Where packing requirements are not provided in tariffs governed hereby, the packing requirements of NMFC will apply.
- b) Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets.

ITEM 146: PAYMENT OF CHARGES

No shipment will be accepted when the line haul transportation charge is partially prepaid or partially collect.

When payment of freight charges is paid in foreign currency, the exchange value of such currency must not be less than the charge's value in U.S. currency.

ITEM 150: PICKUP OR DELIVERY SERVICE

Except as otherwise provided in Note B, rates include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (Items 124, Impracticable Operations and 246, Transfer of Lading), during business hours (Item 226, Pickup and Delivery Service on Sundays and Holidays), at one site, 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:** (SEE NOTE C)
 - 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 (See Note A). (Item 222, Inside Delivery).
 - b) The carrier will furnish only one employee per vehicle for loading whether the employee is the driver, helper, or any other employee except as provided in Item 220 (Extra Labor).
4. **UNLOADING BY CARRIER:** (SEE NOTE C)
 - a) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Note A). (Item 222, Inside Delivery).
 - b) The carrier will furnish only one employee per vehicle for unloading whether the employee is the driver, helper, or any other employee except as provided in Item 220 (Extra Labor).
5. **RESTRICTION ON LOADING OR UNLOADING BY CARRIER:** (SEE NOTE C)
 - a) Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspecting freight.
 - b) Loading or unloading service does not include furnishing by the carrier or use by the carrier's employee of rigging or special loading or unloading equipment such as platform vehicle (other than two wheeled hand trucks or pallet jack), winches, cranes, blocks or falls, chain falls or other special equipment used in hoisting, lowering, holding or placing freight in the position. When such equipment is used in loading or unloading, the consignor or consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at their expense and shall also assume responsibility for safe loading or unloading, except the carrier's employee may use hand trucks or four wheeled hand carts, tow motor or lift truck, and hand or electrically operated pallet 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.
6. **LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE:** (SEE NOTE C)

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 their 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 rules or rates do not specifically require the consignee to so perform such service.

8. HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING: (SEE NOTE C)

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 MORE THAN 100 LBS. BUT LESS THAN 500 LBS.

The carrier will perform the loading and/or unloading where the consignor and/or consignee provide 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.
- 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.

Where the consignor and/or consignee do not provide a dock, platform or ramp, the truck driver on request will assist the consignor in loading and/or consignee in unloading.

b) 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 the loading or unloading.

c) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEEDS 4 FEET IN EACH ITS GREATEST AND INTERMEDIATE DIMENSIONS.

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 the loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph 8) b) of this item.

NOTE A:

- (a) Freight shall be deemed to be immediately adjacent to a space suitable for the carrier to place their vehicle for loading and unloading if separated there from only by an intervening public sidewalk. (See Notes A & B, Item 222).
- (b) If a parking space suitable for the carrier to place their vehicle for loading and 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 the carrier to place their 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 were picked up first by the same or different motor carriers.

- (d) When the shipper assigns two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carrier and all of such assigned spaces are as close as practicable to a parking space suitable for the carrier to place their vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking spaces.

NOTE B:

For the purpose of providing pickup or delivery service, the carrier will furnish only one vehicle per shipment, except:

1. When 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 pricing agreement or contract provisions specifically provide for the use of more than one vehicle.

NOTE C:

- (a) Loading, by definition in this item, includes stowing and counting of freight in or on the 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 vehicle.

ITEM 152: PRECEDENCE OF RATES, DISCOUNTS OR ALLOWANCES

To the extent conflicting rates, discounts or allowances are published, the following will take precedence:

Except as otherwise provided, when the shipper, consignee, or a third party, each has a duly negotiated discount, commodity rate, contract rate, pallet rate or allowance applicable to its line haul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority of application shall apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

Payer shall mean:

1. Shipper or their paying agent paying rates and charges on a prepaid shipment.
2. Consignee or their paying agent paying rates and charges on a collect shipment.
3. A third party, who is neither a shipper, consignee or their paying agent and not an additional location of the shipper's or consignee's company, designated on the original bill of lading, at time of shipment as the payer of freight charges on either a prepaid or collect shipments.

For purposes of this rule, the payer of prepaid charges shall be determined at the time the shipment is tendered, notwithstanding that a change in payer may be (change from "prepaid" to "collect" or "collect" to "prepaid") at the request of shipper or consignee after the shipment is tendered and prior to delivery.

ITEM 154: GUARANTEE OF CHARGES

Except as provided, shipments will be accepted subject to the following provisions:

- 1) A prepaid shipment is one for 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 or their paying agent.
- 2) A collect shipment is one for which the charges for transportation service, including accessorial services rendered at the request of the consignor, or requested by the consignor for the consignee, are to be paid for by the consignee or their paying agent.
- 3) A shipment for which charges are to be paid by a third 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 guarantees to pay the charges if the third party fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission or state regulatory commission. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.
- 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.
- 5) If a shipment is required by Part 4) hereof or by any provisions of this classification 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 charges if the consignee fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission 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.

ITEM 156: PREPAYMENT

When combination of rates and/or charges are applicable, combination of rates and/or charges will be computed over the point or points of actual interchange (points where the freight will be physically interchanged from one carrier to another carrier) and must be prepaid through to destination (See Notes A).

Freight charges must be prepaid on all shipments consigned to or care of amusement parks, trade shows, traveling shows, fairs or exhibitions.

All freight and accessorial charges on all shipments, consigned to federal (See Note A), state, county or local government bodies or agencies, including schools, must be prepaid or guaranteed.

NOTE A:

This requirement is not applicable on shipments moving under government bills of lading.

ITEM 158: PREPAYMENT OR COLLECTION OF FREIGHT CHARGES ON EXPORT SHIPMENTS

All freight charges on shipments for export must be prepaid.

ITEM 160: RELEASED VALUATION AND LIABILITY ON COMMODITIES SUBJECT TO FREIGHT ALL KINDS (FAK)

When Carrier and Shipper have agreed to the application of Freight All Kinds (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff ROSI 100-A shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less. RMX Freight Systems, Inc.'s liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the article(s) lost, damaged or destroyed; (2) limited liability provisions carrier's rules tariff or Bill of Lading; or, (3) applicable limited liability provisions of the NMFC (Note 2); whichever is less, subject to the maximums by exception class as shown below, unless a higher value is declared and additional charges are paid.

*Class Exception	**Maximum Liability	*Class Exception	**Maximum Liability
50	\$1.00/lb.	70,77.5,85,92.5, and 100	\$5.00/lb.
55	\$2.00/lb.	110,125,150,175, and 200	\$7.00/lb.
60 and 65	\$2.50/lb.	250, 300, 400, and 500	\$10.00/lb.

**Maximum liability per pound per individual lost or damaged piece within the shipment, subject to \$100,000.00 maximum total liability per occurrence.

Note 2: Commodities subject to class exceptions of freight of all kinds (FAK) and class exceptions for which released ratings are provided in the NMFC, must be released to the lowest value provided for such commodity.

ITEM 162: RETURNED UNDELIVERED SHIPMENTS

Any undelivered shipment shall be returned to the shipper at an additional charge, equivalent to the charges applied to the original shipment, with all charges guaranteed in writing by the shipper, the shipper's paying agent or third party payer.

ITEM 164: SEALING OF TRUCKS

Except as otherwise provided in Item 118 (Control and Exclusive Use of Vehicle) or in individual rate items, all Seals or Locks applied to vehicles may be removed at the option of the carrier over whose line such vehicle is moving, for the purpose of adding or transferring freight for better utilization of equipment or for the purpose of inspection of lading, stowing or equipment.

ITEM 166: SHIPMENTS TENDERED AS A TRUCKLOAD

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

ITEM 168: SPECIAL SERVICES – QUOTATIONS OF ESTIMATED CHARGES

1. When the carrier has furnished, either orally or in writing, an estimate of freight charges, such estimate will be given on basis of effective published provisions as applied to those facts concerning the shipment 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 are not binding either on the carrier or shipper.
3. All transportation charges on a shipment will be assessed on a basis of published provisions legally in effect at time of shipment as applied to the commodity shipped and transportation and related services performed in connection therewith.

ITEM 170: STOP-OFF FOR PARTIAL LOADING OR UNLOADING OF TL SHIPMENTS

A shipment subject to TL rates may be stopped for partial loading and/or unloading subject to the following provisions:

- a) General provisions – a shipment may be stopped for the purpose of picking up and/or delivering parts thereof.
- b) Limitations – stop-offs for partial loading and/or unloading will not be permitted on shipments moving “COD”, “In Bond”, “Order Notify”, “Order Care Of”, nor on a bill of lading which section 7 has been executed.
- c) Stop-Off Charges:
 - 1) The initial pickup stop and final delivery stop are not subject to stop-off charges.
 - 2) Each stop for partial loading and/or unloading will be subject to a stop-off charge of \$168.00 per stop.
- d) Line Haul Charges – line haul charges on shipments stopped for partial loading and/or partial unloading will be determined on the basis of the truckload minimum weight, or actual weight if greater, of the entire shipment at the truckload rate or charge applicable from the point of initial origin, or from any intermediate point where the shipment is stopped for partial loading to any intermediate point where the shipment is stopped for partial unloading, or to the point of final destination, from and to which the highest charges are applicable. If the line haul charges are based on mileage, the charges will be determined on the basis of the mileage from the point of initial origin to the final destination via the stop-off points. The greatest mileage between any point of loading and any point of unloading will determine the “initial point of origin” and the “final destination” for the purposes of applying provisions of this rule.
- e) Prepayment of Charges – all charges must be prepaid or guaranteed by consignor (except on shipments moving on Government bills of lading).
- f) Shipping Instructions:
 - 1) Arrangements for any stop-off service provided in this item must be made with the carrier before shipments, or any portion thereof, are tendered for transportation.

- 2) Stop-off portions must be sufficiently identifiable and segregated so as to distinguish it from other stop-off portions.
- 3) The entire shipment must be available for pickup at time of tender.
- 4) When the shipper performs the loading, the shipments must be loaded in the order required by the carrier.
- 5) The party or parties authorized and designated by the shipper to accept freight at a point or place or stop-off may be the same or other than the billed consignee.
- 6) The shipping order shall designate the following:
 - (a) Stop-off point or points and places;
 - (b) The quantities, markings and descriptions of articles to be picked up or delivered at each stop-off point and place;
 - (c) The name and address of the party or parties to which stop-off portions are to be picked up or delivered.

ITEM 172: PAYMENT OF CHARGES

Payment of all charges will be due in full within fifteen calendar days including Saturdays, Sundays, and Holidays from date of shipment.

If the lawful charges due the carrier are not paid in a timely manner, all allowances, discounts, exceptions, commodity rates and other provisions which result in total charges due the carrier of less than the non-discounted charges due from the carrier's current published class rates, shall not apply under the following conditions:

- A. When the carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection;
- B. When a debtor has filed for protection under any bankruptcy provisions. After customer has filed bankruptcy and continues in business, any discount to apply will be re-negotiated with the carrier.

In the above cases, only the current class rates at time of shipment will be applicable.

ITEM 174: DENSITY – LINEAL FOOT

The minimum charge on the density of a LTL shipment which:

- 1) The provisions of this item apply to any shipment which occupies 10 lineal feet or more of a trailer and has a loaded density of less than 6 pounds per cubic foot (PCF).
- 2) A minimum vertical dimension of 96 inches shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:
 - The nature of the article due to irregular shape.
 - Packaging or lack thereof.
 - Palletization is "pyramided", "rounded off", "topped off", "uneven" manner, or open topped boxes or crates.
 - Specific instructions by the shipper, consignee, or BOL saying freight is non-stackable.

- Instructions applied directly to the freight, specifying not to be top loaded or stacked.
- 3) For shipments that are less than 48 inches, 48 inches will be used for the width in calculating the density. Shipments that are more than 48 inches wide will use 96 inches as the width in calculating the density.
 - 4) Charges under this item will be based on the following calculated weight and applicable rate:
 - a.) Multiply the “loaded” cubic feet by 6 to determine the calculated weight to be applied to the shipment.
 - b.) Multiply the calculated weight by the class 150 rate (in lieu of the actual class or any specifically published FAK class) using the customer's applicable tariff.
 - c.) The customer's published discount percentage and fuel will then be applied.
 - 5) The provisions of this item are not applicable in connection with shipments subject to:
 - a. Truckload rate or charges.
 - b. Spot quoted or agreed upon rates.
 - c. Volume rates which apply per vehicle used.
 - d. Capacity load rated shipment.
 - e. Exclusive use of vehicle.
 - f. Any applicable charge which is greater than this calculated charge.
 - 6) *Example:*

There is a shipment that is 8 total pallets @ 3000 lbs, each pallet is 48”x48”x48” non-stackable. We would calculate it as taking up 16’ (192”) long, 8’ (96”) wide, and 8’ (96”) high (non-stack).

 - First determine the PCF (L” x W” x H” ÷ 1728) (then divide by actual weight) to see if eligible. (must be 6 PCF or less)
 - Next multiply the loaded cubic feet by 6 to get the calculated weight (16’ x 8’ x 8’ x 6) = 6,144 lbs.
 - Multiply the calculated weight (6144) by class 150 (do not apply any FAK’s). Rate in the customer's applicable tariff using zip codes.
 - Apply customer's discount and fuel.

ITEM 176: INDEMNIFICATION

Shipper shall indemnify, defend and hold harmless Carrier, including its officers, directors, agents, sub-contractors, employees and those of its parent and affiliated companies from and against any and all claims, demands, losses, damages and expenses (including reasonable attorney's fees, costs and expenses) connected with or resulting from injury to or death of any person, injury to property or to natural resources arising out of Shipper's (or its employees' or agents') negligent acts or omissions or willful misconduct, or violation of any local, state or federal law or regulation. Customer shall further indemnify, defend and hold Carrier harmless in the event Customer tenders to Carrier any prohibited item for shipment. Carrier shall provide Shipper with (i) written notice of any such claim within a reasonable time of its receipt; (ii) authority and control over the defense and/or settlement of such claim; and (iii) reasonable assistance and information for the defense of such claim that is available to Carrier at Shipper's cost.

ITEM 178: LOGISTICS PROVIDER:

This Item applies to Logistics Providers, as defined in Definitions, and shall be in addition to all other terms and conditions of this tariff.

SECTION 1 – SERVICE

Subject to reasonable requests, Carrier may transport such merchandise as Logistics Providers may tender to Carrier, excluding any prohibited merchandise or articles described this rules tariff. Additionally, the services by Carrier shall not include any freight that is destined to have any subsequent movement by any aircraft.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

1. Each Logistics Provider represents and warrants that neither it nor its agents will represent its relationship with Carrier to be other than that of independent contractors;
2. Each Logistics Provider acknowledges and agrees that neither it nor its agents will represent to any third party that Logistics Provider is authorized to bind Carrier or that Logistics Provider is authorized to act on behalf of Carrier.
3. Each Logistics Provider represents and warrants that it will not tender any goods to Carrier hereunder if such tender would result in a breach of any understanding or agreement between Logistics Provider and any customer or other third party. Specifically, each Logistics Provider represents and warrants that it will not tender any goods to Carrier that it is prohibited from brokering or providing to third parties for transportation.
4. Each Logistics Provider represents and warrants that in the event any other motor carrier transports all or any portion of a shipment tendered to Carrier, for example, by way of an interline or interchange, it shall be solely responsible for selecting such third party motor carrier.
5. In the event that any Logistics Provider additionally holds authority from any regulatory agency to operate as a motor carrier, it represents and warrants that all goods tendered to Carrier hereunder shall be tendered pursuant to the Logistics Providers' Broker and/or freight forwarder authority.
6. Each Logistics Provider represents and warrants that it is duly and legally qualified to operate as a Broker and or freight forwarder in accordance with applicable law.
7. Each Logistics Provider represents and warrants that it maintains all insurance coverage as required by applicable law.
8. Each Logistics Provider represents and warrants that it shall not provide to Carrier any freight that is destined to have any subsequent movement by any aircraft.

SECTION 3 - DISPOSITION OF CLAIMS

The Logistics Provider expressly acknowledges and agrees that Carrier's sole obligation with respect to cargo claims is owed to the Logistics Provider. As between Carrier and the Logistics Provider, the Logistics Provider agrees, represents and warrants that it is solely responsible for any agreement or understanding with respect to cargo liability with regard to any of its customers. The Logistics Provider

will indemnify and hold Carrier harmless from any claim made by any Customer or any third party claiming an interest in the goods tendered to Carrier by the Logistics Provider.

SECTION 4 - REFUSAL OF SHIPMENT

In the event of refusal of a shipment by a Consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify the Logistics Provider. Carrier shall have reduced liability as a warehouseman for such shipments upon its placement of the shipment in a public warehouse or at its service center or storage facility. In no event shall Carrier's liability as a warehouseman exceed the maximum liability limitation amount set forth in this tariff.

SECTION 5 - INDEMNIFICATION

Logistics Providers shall indemnify, defend and hold harmless Carrier, including its respective officers, directors, agents, employees and parent, and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses), connected with or resulting from (i) violation of any local, state or federal law or regulation, (ii) breach of any representation or warranty contained herein, (iii) strict liability imposed by any law or regulation, or (iv) injury to or death of any person, injury to property, or to natural resources to the extent arising out of the Logistics Provider's or its Customer's (or its respective employees' or agents') negligent acts or omissions or willful misconduct. Carrier shall provide a Logistics Provider with (1) written notice of any such claim; (2) sole authority and control over the defense and/or settlement of such claim; and (3) upon the written request from the Logistics Provider, such reasonable assistance and information as is available for the defense of such claim at the Logistics Provider's expense.

ITEM 199: BILL OF LADING - ORDER NOTIFY

Carrier does not provide order/notify service, also referred to as negotiable bill of lading. Bills of lading or shipping instructions tendered to Carrier in the form of an order/notify bill of lading will be handled as a straight bill of lading. Instructions requesting Carrier to not complete delivery of a shipment until either securing authorization for delivery from the Shipper or some other party, surrender of the bill of lading or notification by Carrier to the Shipper or some other party, shall have no effect and be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and the Carrier shall have no liability for delivering a shipment to the Consignee listed in the bill of lading in such circumstances.

ITEM 200: BILL OF LADING – CONSOLIDATED / CORRECTED

CONSOLIDATED

- 1.) When two (2) or more shipments are received by the Carrier from the same shipper, on the same date, at the same place, consigned to the same consignee at a single place, Carrier, at its option, may combine the bills of lading for all such shipments into a single bill of lading and handle all such shipments as a single shipment. Shipments consolidated as such shall be subject to all rules, regulations and charges that would apply if they had all been tendered to Carrier as a single shipment.

CORRECTED

- 1.) A corrected bill of lading to change the original freight charges' collection status from prepaid to collect will not be accepted if the section 7, non-recourse clause, of the bill of lading has been signed. If the corrected bill of lading is unintentionally accepted and section 7 has been signed, the signature will be considered invalid.
- 2.) A request to change the original freight charges collection status, description, density, or weight requires a corrected bill of lading. When the carrier is instructed to bill freight charges to a third party and such information is not provided on the original BOL (see Item 114)
- 3.) Carrier reserves the right to refuse corrections where the validity of the corrected information has not been verified to the satisfaction of the carrier, or when the request would violate the laws, rules or regulations.
- 4.) A charge of \$38.00 will apply to all corrected bills of lading.

ITEM 201: FUEL SURCHARGE

Except as otherwise stipulated, all line haul rates provided in Pricing Agreements and Contract Schedules governed by and subject to this publication will be subject to a Fuel Surcharge (FSC) as provided in the table below. The FSC will apply when the U.S. National Average Fuel Index, as reported by the U.S. Department of Energy, exceeds 110 cents per gallon. No FSC will apply when the index is below 110 cents per gallon. The surcharge will be shown as a separate entry on the freight bill and will apply as a percentage of net line haul charges. The FSC will not apply on accessorial charges. The index will be updated every Monday. Revisions to the FSC will go into effect on the following Wednesday. The surcharge amount will be applied as outlined in APPENDIX 2 and 2A. Both APPENDICES are incorporated by reference into the body of this Item.

ITEM 202: CHARGES FOR DOCUMENTS, FORMS OR COPIES

When a payer of freight or other lawful charges requires or requests, as a prerequisite to payment (See Notes B & C):

- a) The return of any part of the bill of lading set or copies thereof, other than one shipper furnished copy (See Note A), a charge of \$3.45 for each such document or copy will be made; OR
- b) More than one original freight bill and one duplicate thereof, exclusive of consignee's memo copy, per shipment; or more than one original and one copy of the carrier's statement of transportation charges; OR
- c) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, a charge of \$0.80 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$3.45 per page, per copy, will be made; OR
- d) Any forms or copies of forms, other than those described in paragraphs a) or b) above, to be submitted with freight bills or statements of charges, a charge of \$3.45 for each such form or copy will be made; OR
- e) That information not shown on the shipping order at time of shipment be shown on freight bills or statements or charges, a charge of \$3.45 per shipment will be made; OR
- f) That proof of delivery be furnished in any form, a charge of \$3.45 for each such document or copy will be made.

NOTE A:

When as a prerequisite to payment the shipper-furnished copy of the bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill.

NOTE B:

The charges set forth in this item will not apply to:

- 1) Bank Payment Plans when the documentation is limited to:
 - (a) Deposit tickets supplied by the bank;
 - (b) Supporting freight bills not in excess of the number set forth in Part b) above;
 - (c) The return of a copy of the bill of lading furnished by the shipper.
- 2) Sight Draft Plans when the documentation is limited to:
 - (a) Sight drafts which do not require the carrier to provide information pertaining to the rating of the shipments on the sight draft;
 - (b) Supporting freight bills or statements of charges not in excess of the number set forth in Part b) above;
 - (c) The return of a copy of the bill of lading furnished by the shipper.

NOTE C:

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

ITEM 204: CUSTOMS OR IN BOND FREIGHT

- 1) Shipments moving United States custom bond for U.S. Customs clearance at a point in the United States will be assessed a charge of \$4.00 per each 100 pounds or fraction thereof, subject to a minimum charge of \$128.00 and a maximum of \$340.00 per shipment or per trailer if more than one trailer is required to transport the shipment. Such charges are in addition to all other applicable charges.
- 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 the rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from point of U.S. Customs clearance to point of final destination (See Note A).
- 3) Import freight moving under United States Customs Bond may not be included in the same shipment on the same bill of lading with freight not moving in Bond.
- 4) Shipments moving under United States Customs Bond will not be accorded the privileges of stopping in transit or split pickup or split delivery.
- 5) Each IT shipment (Immediate Transportation Permit) issued for movement of an IT Bond shipment will be considered a separate shipment and must be accompanied by one bill of lading and shipping order.

- 6) Shipments tendered in a vehicle sealed by, or at the instructions of the consignor or as required by a competent authority, will be considered as a fully loaded or loaded to capacity and subject to the provisions of the applicable Capacity Load Rule.
- 7) Shipments moving from the United States under a TIR Carnet issued by the originating carrier are subject to an additional charge of \$196.00 which will be in addition to all other applicable charges (including the In Bond charges herein applicable), and will be collected from the party responsible for the line haul charges.
- 8) When a carrier is required to pick up shipping documents or U.S. Customs Release Forms from a forwarder or broker for validation prior to pickup of a shipment, a charge of \$75.00 per shipment, for each pickup of such documents, will be assessed in addition to all other applicable charges (including the In Bond charges herein applicable), and will be collected from the party responsible for the line haul charges.
- 9) Any detention charges or storage charges will be assessed against the party responsible for the line haul charges. Such charges must be prepaid or guaranteed to the carrier's satisfaction before the shipment is released. For the purpose of applying storage rules, notification to local U.S. Customs Office that the shipment is available for inspection will constitute tender of the shipment for delivery.
- 10) When necessary for the carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Custom Bond, a charge of \$85.00 per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tools necessary for removal of the High Security Red In-Bond Seals.

NOTE A:

No beyond line haul charges will apply when the final destination of the shipment is located within the service area of the terminal that is clearing U.S. Customs with the shipment. Beyond charges apply only when shipment moves to another terminal of the carrier for delivery to the final consignee.

ITEM 208: DELIVERY SERVICE – MINES, CONSTRUCTION SITES, MILITARY BASES, AIRPORTS, NATURAL GAS OR OIL FIELDS, AND WIND FARMS –PICK UPS OR DELIVERIES

Shipments delivered to or picked up from mines, construction sites, military bases, airports, natural gas or oil fields, and wind farms will, in addition to all other applicable charges, be subject to the following charges:

LTL or AQ Shipments	\$4.80 per cwt.
TL Shipments	\$4.80 per cwt.
Minimum Delivery Charge	\$96.00 per shipment

NOTE A:

The term "mines" means the site of any pit, excavation shaft or deposit, at which coal, ore or minerals are, have 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 warehouse, mine deposits, 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 truckload minimum weight, whichever is greater.

NOTE C:

On shipments involving stop-offs, charges apply to each portion of the shipment delivered to a mine.

ITEM 210: DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS (SEE NOTE A) – PICK UPS OR DELIVERIES

a) **GENERAL APPLICATION:**

The provisions shown in paragraph b) through g) below apply only when the shipper or consignee is located at a private residence (See Note A), apartment, camp (other than military), estate, farm, place of worship, school (K-12), pre-school, day care facility, public storage facility, place of business operated within a private residence, rectory or any pick up or delivery location not open to walk in trade hereinafter referred to collectively as “residential”.

b) **BILLS OF LADING:**

On shipments requiring residential delivery, shipper shall so state on shipping order or bill of lading and should also state name, telephone number and full address of the party to contact to arrange for delivery.

c) **ARRIVAL NOTICE:**

Before tender of delivery is initially attempted, carrier will provide consignee with notice of arrival by telephone, U.S. mail, e-mail or telegraph and reach mutual arrangement for delivery of the shipment.

d) **CHARGES:**

Shipments consigned to residential locations as defined in paragraph a) above will be subject to the following additional charges:

- 1) Shipments picked up by the consignee at the carrier’s terminal no later than the first business day after arrival notice is given will not be subject to additional charges provided in this item.
- 2) Shipments tendered for delivery by the carrier to a residential location will be assessed a charge of \$4.80 per 100 lbs., subject to a minimum of \$62.00 per shipment and a maximum of \$325.00 per shipment or \$325.00 per vehicle if more than one vehicle is used to transport the shipment. Unless residential delivery has been requested on the bill of lading and the charges are prepaid, the additional charges provided herein will be the responsibility of the consignee.

e) **RENOTIFICATION, REDELIVERY:**

When the carrier complies with the provisions of paragraphs c) and d) herein, and, through no fault of the carrier, is unable to tender delivery as scheduled, a charge for re-notification of \$23.00 per shipment will be assessed in addition to the applicable charges for undelivered freight and redelivery as provided in Item 108 (Arrival Notice and Undelivered Freight) and Item 234 (Redelivery) of this tariff.

f) **PAYMENT OF EXTRA CHARGES:**

Charges for services described in paragraph e) of this item will be collected from the consignee at time of delivery unless consignor specifically requests such services on the bill of lading and the charges are prepaid. Such charges on shipments moving on government bills of lading will, in all cases, be collected from the U.S. Government.

NOTE A:

The term “private residence” shall apply to the entire premises on which a dwelling for living is located.

ITEM 212: PICK UP OR DELIVERY SERVICE – CONVENTION CENTERS

On all shipments destined to convention centers, the traffic maybe consigned to the cartage agent handling the show at the convention center or directly to the receiving dock at the convention center. All freight charges on the shipment moving to the cartage agent must be prepaid. All charges of the cartage agent are the responsibility of the shipper and charges are guaranteed by the shipper.

If the customer requires carrier to perform the pickup or delivery service at the convention center, there will be an additional charge of \$11.00 per cwt., subject to a minimum charge of \$168.00 per shipment.

All charges must be prepaid and the additional charges for pickup at or delivery to the convention center must be guaranteed by the shipper and so noted on the bill of lading at time of shipment. No pickup or delivery will be made by carrier at the convention center without authorization and guarantee of charges by the shipper.

ITEM 214: DETENTION – VEHICLES WITH POWER UNITS

- 1) This item applies on LTL, AQ or TL shipments when the carrier's vehicles with driver and power unit are delayed or detained beyond the free time provided for in this item at time of delivery to the consignee or at time of pickup at the consignor's place of business when such delay is not the fault of the carrier.
- 2) Charges for detention will be charged to the party responsible for paying the freight bill invoice.
- 3) When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of their arrival and that the trailer is available for loading or unloading as the case may be. In no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.
- 4) When the carrier enters into a prearranged schedule or delivery or pickup and the carrier is unable to meet that schedule, the free time shall be extended for an additional 15 minutes for each 15 minutes or fraction thereof the vehicle is late for the schedule. In the alternative, a new schedule can be arranged between the carrier and the shipper or consignee without additional charge to the shipper or consignee.
- 5) Free time on LTL, AQ or TL shipments shall be computed as follows:

Less than 5,000 lbs.	½ Hour
5,000 or more	1 Hour

- 6) When computing free time, the aggregate weight of all shipments being picked up or delivered shall be combined to determine the weight to be used in computing free time. The weight to be used shall be the actual weight or the billed weight, whichever is greater. On LTL or AQ shipments, an additional 5 minutes of free time shall be allowed for each shipment being picked up or delivered in excess of one (1).
- 7) When computing detention charges, all non-working time shall be excluded. Non-working time includes, lunch breaks, coffee breaks and rest breaks.
- 8) If at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:

- a) The carrier shall return to the terminal with what freight has not been unloaded. Carrier shall return the following day with the balance of the freight, such freight being subject to a redelivery charge as provided in Item 234 of this tariff.
 - b) The carrier will spot trailer at shipper or consignee location and return the following day. Trailer will be subject to charges for detention without power beginning immediately upon spotting of the trailer with no free time allowed.
 - c) In either case any unused free time from the first day will continue into the second day. Charges to commence when all free time has expired.
- 9) If a vehicle is both unloaded and re-loaded, each transaction will be considered separately and free time shall apply to each separately.
 - 10) When delay occurs beyond free time and the delay is 1 hour or less, the charge for detention shall be \$110.00. For each additional 30 minutes or fraction thereof, the charge shall be \$65.00.
 - 11) The carrier shall give the shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at that time. If the shipper or consignee refuses to sign these records, the carrier's records will govern.

ITEM 216: DETENTION – VEHICLES WITHOUT POWER UNITS

- 1) This item applies when the carrier spots a trailer at the facilities of the shipper or consignee for the loading or unloading of LTL or TL shipments.
- 2) Time shall commence with the spotting of the trailer and shall end when the carrier is notified by the shipper or consignee that the trailer is available for removal from the premises of the shipper or consignee.
- 3) Free time on spotted trailers shall be 24 hours from the time the trailer is spotted or from the time the trailer was requested to be spotted, whichever is later. Saturdays, Sundays or holidays shall not be included in the 24 hours of free time.
- 4) If a trailer is both unloaded and re-loaded, 24 hours free time shall be allowed for each transaction.
- 5) After expiration of free time as provided in paragraphs 3 and 4, charges for detaining the trailer beyond free time shall be \$120.00 per 24-hour period or fraction thereof. When computing charges, the first chargeable day must be a business day, excluding Saturday, Sunday or holidays, and no charge shall be made for the first weekend following the commencement of the charges.
- 6) When because of a strike of its employees, it is impossible for the consignor or consignee to make the trailer available to the carrier for removal from the premises, a charge of \$120.00 per day per trailer shall apply following expiration of free time. No charge shall be made for the first weekend following commencement of the charges.

ITEM 218: EQUIPMENT – HYDRAULIC LIFTGATE SERVICE / STRAIGHT TRUCK

- 1) Where the carrier is requested and/or required to employ a hydraulic lift gate device to accomplish pickup and/or delivery of a shipment, an additional charge of \$4.80 per 100 lbs., subject to a minimum charge of \$75.00 and a maximum charge of \$360.00 per shipment, will apply. A maximum weight of

2,500 pounds and maximum dimension of 48 inches in length, 48 inches in width, and 60 inches in height per handling unit shall apply.

- 2) Where the carrier is requested and/or required to employ a straight truck to accomplish a pickup and/or delivery of a shipment, an additional charge of \$85.00 will apply. If requested and/or required, the hydraulic lift gate charge as described in paragraph 1 shall apply in addition to the straight truck charge.
- 3) The charge for either or both of these services shall be paid by the party requesting such service or guaranteed by the shipper. The carrier is not obligated to perform such service when suitable equipment is not available. In those cases, carrier may elect to give the shipment to a cartage company who has suitable equipment available.

ITEM 220: EXTRA LABOR – LOADING OR UNLOADING (SEE NOTE C)

- a) When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading (See Note A). At each location where extra labor is used, the charge per man will be as follows:

AMOUNT OF TIME (DAILY BASIS)	CHARGE
First 3 hours or less	\$200
Each hour (or fraction thereof) in excess of 3 hours, but not over 8 hours	\$100
Each hour (or fraction thereof) over 8 hours	\$100

- b) Time shall begin when extra labor departs from the base terminal and end when extra labor returns to the base terminal.
- c) These charges will be assessed against the consignor when extra labor is used for loading and against the consignee when extra labor is used for unloading (See Note B). These charges must be paid or guaranteed to the satisfaction of the carrier before the shipment(s) is (are) released.
- d) If charges for pickup or delivery on shipments picked up or delivered on Saturdays, Sundays or holidays are applicable, such charges will be assessed in lieu of the charges in this item.

NOTE A:

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 B:

Charges may be assessed against a party not named in paragraph c) only when such party has authorized its responsibility for the extra labor charges in writing.

ITEM 222: INSIDE DELIVERY (SEE NOTES A & B)

- a) When requested by consignor or consignee, and the carrier's operating conditions permit, the carrier may provide Inside Delivery.
- b) Service under this item will be provided to floors above or below the level accessible to the carrier's vehicle only when elevator service is available at no cost to the carrier.

c) Service provided under this item will be assessed as follows:

Ground Floor Delivery	\$4.80 / cwt. Subject to a minimum charge of \$66.00 per shipment.
Above or Below Ground Floor Deliveries	\$100.00 per hour, subject to a minimum charge of \$100.00 per shipment.

d) The charges 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 the service, except such charges for shipments moving on Government bills of lading will be collected from the U.S. Government.

NOTE A:

Where delivery of the freight is made to the outside door of the building site and freight is placed just inside the door, the inside delivery charge in this item is applicable.

NOTE B:

Shipments subject to the provisions of this item will not be subject to additional charges for services outlined in Item 210.

ITEM 224: MARKING OR TAGGING FREIGHT

a) In accordance with the provisions of Item 580 of the NMFC, the carrier will mark or tag any packages or pieces of freight, or change or alter the markings or tags of any packages or pieces of freight at the request of the consignor or consignee, subject to the following charges:

\$4.20 per package or piece marked, subject to a minimum charge of \$60.00 per shipment.

b) All charges occurring under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed.

ITEM 226: PICKUP OR DELIVERY – SATURDAYS, SUNDAYS OR HOLIDAYS (SEE NOTE A & B)

- 1) When the consignor or consignee requests the carrier to pick up or deliver freight on Saturdays, Sundays or holidays such service will be subject to the provisions of this item.
- 2) The additional charges for picking up or delivering freight on Saturdays shall be \$112.00 per hour or fraction thereof, subject to a minimum charge of \$445.00 per man, per day.
- 3) The additional charge for picking up or delivering freight on Sundays or holidays shall be \$112.00 per hour or fraction thereof, subject to a minimum charge of \$445.00 per man, per day.
- 4) Time shall be computed upon the total amount of time worked per man, per day.
- 5) Consignor or consignee may request the carrier to place or pick up empty trailer on Saturdays, Sundays or holidays even though the actual pickup or delivery of the freight may occur on a day other than a Saturday, Sunday or holiday. The charges for this service shall be the minimum charges as provided in paragraph 2 and 3 above.

- 6) Nothing in this item shall require the carrier or obligate the carrier to perform these services. Service shall be made to the consignee or consignor based upon availability of manpower to perform these services.
- 7) The charges for these services will be assessed against the party requesting such services.

NOTE A:

The term "Holiday" means: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed.

NOTE B:

If a delivery date is specified on the bill of lading or shipping order and that date is a Saturday, Sunday or holiday, such document must also state that the date is in fact a Saturday, Sunday or holiday.

EXAMPLE: "Delivery requested on Sunday, June 20, etc."

ITEM 228: PRELODGING (PRIOR DELIVERY) OF FREIGHT BILLS / PRIOR PICKUP OF BILLS OF LADING

When the consignee requires delivery of the freight bill prior to delivery of a shipment, or when the shipper requires pickup of the bill of lading prior to pickup of the shipment, a charge of \$154.00 for each delivery of freight bills or pick up of bills of lading will be made. These charges will be paid by the party requesting this delivery.

ITEM 232: RECONSIGNMENT OR DIVERSION

- a) A request for the reconsignment or diversion of a shipment will be subject of the definitions, conditions, and charges contained in this item.
- b) DEFINITION: The term reconsignment or diversion will be considered to mean either:
 - 1) Change in name of consignor or consignee.
 - 2) Change in place of delivery within original destination point.
 - 3) Change in destination point.
 - 4) Relinquish shipment at point of origin (See Note A).
 - 5) Instructions received by carrier prior to receipt of shipment
- c) CONDITIONS:
 - 1) The carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
 - 2) Requests for reconsignment must be made in writing or confirmed in writing (See Note B). The carrier must be satisfied that the party making the request has the authority to do so. The carrier will not accept disposition instructions printed on the bill of lading, shipping order, or container as authority to reship, return, or consign a shipment.
 - 3) Only entire shipments (not portions of shipments) may be reconsigned.
 - 4) Instructions for reconsignment of COD shipments will be accepted only from the consignor.

- 5) An order for reconsignment of 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.
 - 6) Marking or Tagging (See Note C).
 - 7) All charges applicable for the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- d) CHARGES:
Except as provided in Notes A or D, reconsignment as defined in paragraph b) will be subject to the following charges:
- 1) If reconsignment occurs prior to tender of delivery (See Note F) and results in a change in:
 - (a) Name of consignor or consignee with no change in place of delivery: \$29.00 along with any other applicable accessorial charges.
 - (b) Place of delivery within original destination point (See Note H): \$29.00 along with any other applicable accessorial charges.
 - 2) If reconsignment occurs after tender of delivery and results in a change in destination point, a charge of the published rates from refusal point to the new destination, plus fuel and any accessories will apply. Not less than the published through rate from original point of origin to ultimate destination will be assessed, in addition to the original charges (See Note E & H).

NOTE A:

Where a request is made by consignor, before a shipment has left the carrier's terminal at point of origin (includes points and places within Terminal Area) for return of such shipment to the original place of shipment, or delivery thereof to another carrier at point of origin, relinquish possession thereof to consignor or another carrier at the carrier's terminal, such service, if performed, will be subject to the original charge plus a charge of \$4.00 per 100 lbs., subject to a minimum of \$80.00 and a maximum charge of \$370.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

NOTE B:

Any charges for storage accrued or accruing will terminate on the day the carrier receives verbal authorization from appropriate party to reassign a shipment, provided written confirmation arrives at carrier's terminal within 5 days. If written confirmation does not arrive within 5 days of the original verbal authorization, storage charges will not end until the day written confirmation is finally received at the carrier's terminal.

NOTE C:

Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of Item 580 of the NMFC, or when the carrier is specifically requested to do so by the consignor or consignee, will be marked or tagged by the carrier at a charge of \$4.20 per each package or piece so marked, subject to a minimum charge of \$60.00 per shipment.

NOTE D:

If a truckload shipment is reassigned 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 the original destination point, charges will be assessed on the basis of the applicable through rate from point of origin to ultimate destination plus a reconsignment charge of \$112.00 (See Note E).

NOTE E:

If a shipment is reconsigned at the original destination place immediately upon the original tender of delivery, and the carrier elects under normal operating procedures to accomplish delivery at the ultimate reconsignment place with the same trailer used in making the original tender of delivery and on the same day of which the original tender was made, the provisions “before” tender of delivery noted in paragraph d) will apply.

NOTE F:

Includes points and places within the terminal service area, which the carrier in possession of the shipment is authorized to service direct and which point is subject to the same line haul rate as the original billed destination point.

NOTE G:

If a change in the destination point is requested and instructions are received in time to effect the change before shipment has left the original terminal for transport, the charge will be \$29.00 per shipment in addition to the applicable tariff rates and charges from point of origin to the new destination.

NOTE H:

When consignee or consignor or its agents elect to accept shipment at the carrier’s terminal located at reconsignment point, charges will be assessed on the basis of the applicable rates from point of origin to reconsignment point plus a reconsignment charge of \$4.00 per 100 lbs., subject to a minimum charge of \$80.00 and a maximum charge of \$370.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

ITEM 234: REDELIVERY

- a) When a shipment is tendered for delivery, and through no fault of the carrier the shipment cannot be delivered, no further tenders will be made, except upon request.
- b) If one or more additional tenders of the shipment are made at the consignee’s place, an additional charge reflecting the applicable rates, discount and minimum charge will be assessed from the delivering terminal to the redelivery point, subject to a minimum charge of \$80.00 plus fsc.
- c) If, in lieu of final delivery at consignee’s place, consignee elects to accept delivery of the shipment at the carrier’s premises, a charge of \$4.00/cwt., subject to a minimum charge of \$80.00 plus fsc and a maximum charge of \$168.00 plus fsc per shipment, will be assessed.
- d) All charges accruing under the provisions of this item must be paid, or guaranteed to the satisfaction of the carrier, by the party requesting this service before the shipment is redelivered.

ITEM 238: SORTING OR SEGREGATING (SEE NOTE A)

- a) When the carrier is required to sort or segregate a shipment, a charge of \$.52 per each shipping container, subject to a minimum charge of \$29.00 per shipment, (See Note A) will apply in addition to all other lawful charges.
- b) All charges provided in this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed and shipment released.

- c) Nothing in this item requires the carrier to provide the service described herein, should the carrier be unable to provide employee(s) for such service.

NOTE A:

Each container (carton, package, pail, barrel, drum, etc.) which is handled by the carrier's employee is considered a separate piece.

ITEM 240: SPECIAL SERVICES – SECURITY CHECK BY CONSIGNOR (SEE NOTES A & B)

When at the request of the consignor, a loaded vehicle is required to be unloaded, audited and reloaded or is recalled back to the consignor's loading dock for the purpose of unloading, auditing and reloading of the shipment or shipments previously tendered the carrier:

1. Driver shall not be required to assist in the unloading, auditing or reloading of the trailer except when necessary to account for the freight.
2. A charge per vehicle of \$40.00 per each 15 minutes or fraction thereof (minimum charge of \$101.00), shall apply for this service. The time will begin when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the carrier.

NOTE A:

The provisions of this rule are applicable only when the delay occurs after the consignor has signed the bill of lading or the shipment is under the full custody and control of the carrier's driver.

NOTE B:

Charges will be assessed against the party requesting such service irrespective of whether line haul charges are prepaid or collect.

ITEM 242: SPECIAL SERVICES – SECURITY CHECKS (SEE NOTES A & B)

1. When at the request of the consignor or consignee (as the case may be) the carrier's vehicle is detained in excess of 10 minutes after being loaded, or unloaded, for the purpose of a security check or a check for contamination, a charge per vehicle of \$40.00 per each 15 minutes or fraction thereof shall apply for such delay.
2. This item is not applicable when the vehicle is required to be unloaded, audited and reloaded, or is recalled back to the consignor's loading dock for the purpose of unloading, auditing and reloading of the shipment or shipments previously tendered the carrier.

NOTE A:

The provisions of this rule are applicable only when the delay occurs after the consignor has signed the bill of lading or the shipment is under the full custody and control of the carrier's driver.

NOTE B:

Charges will be assessed against the party requesting such service irrespective of whether line haul charges are prepaid or collect.

ITEM 244: STORAGE (SEE NOTE E)

- a) Freight held in the carrier's possession by reason of an act (See Note A) or omission of the consignor, consignee, 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 provisions contained in this item.

- b) Storage charges on freight held at the carrier's originating terminal awaiting line haul transportation will begin at 8:00 a.m., the day after freight is received by the carrier.
- c) Storage charges on freight stopped in transit (See Note B).
- d) Storage charges on undelivered freight held at carrier's original destination terminal will begin at 8:00 a.m. on the first business day (Monday through Friday, excluding holidays) after notice of arrival has been given (See Note C), except no charges under this item will be made when delivery of the shipment is accomplished within 24 hours after such notice of arrival has been given (See Notes B, D and F).
- e) Storage charges on freight "trapped" at carrier's destination terminals (See Note D).
- f) Freight, other than provided for in Note D or paragraph g), stored in the carrier's possession, will be subject to a charge of \$4.80 per each 100 lbs., (or fraction thereof) per each 24 hours period, (excluding the first Saturday and Sunday) subject to the following minimum charge:

MINIMUM CHARGES: \$96.00 per each 24-hour period.

- g) Except as provided in Notes B and C, storage charges under this item will end when the carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or customs official. Charges will not apply after 8:00 a.m. on the day that freight is delivered or transported.

NOTE A:

In the absence of written notice from the consignee guaranteeing the protection and safety of the carrier's employees and equipment, freight will be deemed to be undeliverable (due to the provisions of Impractical Operations, and through no fault of the carrier) when a consignee's employees participate in a "strike".

NOTE B:

When freight is stopped in transit due to reason of an act or omission by consignee, consignor or owner, storage charges will begin at 8:00 a.m. the day after such freight would have otherwise arrived at the carrier's original destination in accordance with the carrier's normal "service period" as noted by the carrier's standard operating guidelines. Said charges will end at 8:00 a.m., the day such freight is delivered.

NOTE C:

Notice of arrival is to be governed per the provisions published in Item 108.

NOTE D:

If the carrier and consignee mutually agree that accumulating several shipments into one vehicle at the carrier's terminal provide a more convenient and economical delivery operation for both parties, storage charges will begin at 8:00 a.m., the first business day after the carrier notifies the consignee that such shipments are available for delivery on said trailer. Charges per vehicle will be \$90.00 per day (excluding the first Saturday and Sunday). Storage charges will end at 8:00 a.m. the day such delivery is accomplished.

NOTE E:

Charges must be prepaid or guaranteed to the satisfaction of the carrier before shipments covered by the provisions of this item will be released.

NOTE F:

When the carrier has been given instructions at time of shipment or prior to giving notice of arrival that consignee will not accept freight for more than a 24 hour period after arriving at carrier's destination terminal, storage charges will begin at 8:00 a.m., the first business day after arrival at the carrier's destination terminal.

ITEM 248: VEHICLE FURNISHED, BUT NOT USED

When upon receipt of a request to pick up a shipment, the carrier has dispatched a vehicle for such purpose and through no fault of the carrier, the vehicle is not used, the following charges will be assessed against the consignor making such request:

The charges will be \$60.00 for LTL or \$160.00 for volume shipments in excess of 15 feet or 10,000 lbs.

ITEM 250: EXPEDITED DELIVERY SERVICE

Upon request, the expedited service of a vehicle will be assigned to the transportation of a shipment subject to the following provisions:

1. Only one vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second Bill of Lading.
2. The consignor may not execute the non-recourse stipulation on the Bill of Lading, and, to this extent, Section 7 of the contract terms and conditions of the Bill of Lading will NOT apply.

Charges for this service will be based on the mileage from shipment point of origin to final delivery point zip codes, and the type of vehicle provided. Please see APPENDIX 1 for the rates per mile. This Appendix is incorporated by reference into the body of this Item. The charges for this service shall be computed by multiplying the rate per mile by the number of miles, plus any charges for other services provided.

The minimum rating distance for all shipments is 75 miles.

ITEM 252: GUARENTEED ON-TIME DELIVERY

Upon request, delivery service will be guaranteed for a shipment for the next business day by one of two time periods.

1. Delivery guaranteed prior to 12 noon the next business day will result in an additional charge of \$170.00.
2. Delivery guaranteed prior to 5 o'clock p.m. the next business day will result in an additional of \$85.00.

Shipments must be pre-approved by RMX, to ensure capability. The party requesting the guarantee delivery must provide us written consent approving the Guarantee delivery charges.

If delivery does not occur before the specified delivery period, the additional guaranteed delivery charge will be waived subject to the following provisions:

1. Impracticable Operations (see Item 124).

2. If tender of delivery of the freight to the consignee occurred prior to time period requested, but the consignee fails to accept and unload the freight prior to time period requested the freight charges and additional charge will apply.

ITEM 253: APPOINTMENT FEE

Upon request, an appointment for delivery of a shipment will be made for occurrence during the normal course of business. These shipments may be charged an additional administrative fee of \$60.00 per shipment. The request must be in writing on the bill of lading stating call for appointment or "CFA".

ITEM 254: HAZARDOUS MATERIAL HANDLING FEE

Upon request, hazardous materials will be picked up and delivered in the normal course of business. These shipments may be charged an additional administrative fee of \$22.00 per shipment. The following hazardous materials will not be accepted by the carrier at any time: Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 materials as defined in 49 CFR 173.403.

ITEM 256: HOURLY CARTAGE SERVICE

Upon request, the carrier will provide a vehicle and driver for pickup and delivery service on an hourly basis within the same commercial zone for a charge of \$106.00 per hour or fraction thereof, subject to a two hour minimum. This provision is subject to the availability of equipment and personnel and can be refused at the carrier's discretion.

ITEM 257: HEADER RATES

The carrier can at its sole discretion apply HEADER RATES which will alternate with ordinary LTL pricing or pallet pricing. Header Rates may be applied on shipments not exceeding 26,000 lbs. or 26 lineal feet of trailer space. See Appendix 3.

Shipments in excess of 26,000 lbs. or 26 lineal feet or both shall be priced on an individual basis.

ITEM 258: BLIND SHIPMENTS

A blind shipment is when a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. The following conditions must be met:

- Two bills of lading are required and both must be Prepaid.
- A charge of \$62.00 will apply in conjunction with all other applicable charges.
- Section 7 of the Bill of Lading cannot be signed.
- RMX Freight Systems, Inc. will not ensure the confidentiality of the transaction.
- The party requesting the service must have established credit.
- The actual shipper name and address consigned to the applicable RMX Freight Systems, Inc. service center must be annotated on the original bill of lading.
- The corrected bill of lading will identify RMX Freight Systems, Inc. as the shipper with the shipper's state/province and zip/postal code and the actual consignee name and address.

- The corrected bill of lading must reflect a Third Party; which must have an account and established credit with RMX Freight Systems, Inc.
- The invoice is generated from the Corrected bill of lading and Corrected bill of lading charges shall not apply.

ITEM 260: CARBON BLACK SHIPMENTS

RMX Freight Systems, Inc., at its discretion, may accept shipments containing carbon black commodities (NMFC Item 23900, 23940, 23975, 23980, 40560, 40590, 40600, 40650, 40660 and/or 089820 Sub 2). A charge of \$70.00 per shipment will apply for all carbon black commodities outlined herein.

ITEM 262: EXTREME LENGTH

Shipments with any shipping unit or piece with a dimension equal to or exceeding 8 feet in length but less than 12 feet shall be subject to an additional charge of \$85. Shipments 12 feet in length but less than 20 feet in length shall be subject to an additional charge of \$125.00. Shipments 20 feet in length but less than 30 feet in length shall be subject to an additional charge of \$195.00. Shipments equal to or exceeding 30 feet in length shall be subject to an additional charge of \$225.00. This charge is in addition to the otherwise applicable rates and charges. This item will not apply to shipments subject to Exclusive Use, Capacity Load, Density - Lineal Foot Rules or to TL or volume rates and charges.

ITEM 264: FREEZABLE PROTECTION

1. When Consignor/Consignee requests a shipment be protected from freezing, the following charges and provision will apply:

A. The following services will NOT be performed for shipments requiring protection from freezing:

1. Appointment deliveries
2. Order Notify
3. COD
4. In Bond

B. Charges will be \$ 2.81/cwt weight subject to a minimum charge of \$ 40.00 and a maximum charge of \$281.00 per shipment in addition to the otherwise applicable rates and charges.

C. Protection From Freezing Service will only be provided when:

1. The outside temperature is above 15 degrees Fahrenheit the entire time the shipment is in the Carrier's possession from pick-up through final delivery.
2. Consignor marks the bill of lading "protect from freezing".
3. The commodities being shipped have a freezing point of 32 degrees or less.
4. This service charge will only apply from November 1st through March 31st.
5. Freezable Protection service available Monday through Thursday on next day lanes. We will not pick up freezable freight on Fridays.
6. Protection from Freezing Service may be withdrawn at Carrier's discretion wholly or on an individual shipment basis.

D. If Consignor tenders a shipment noncompliant to any condition stated herein, Carrier shall not be liable.

E. Should an Act of God or circumstance beyond Carrier's control interrupt or prevent Carrier from performing its standard linehaul dispatch and thereby causing a delay in arrival, Carrier shall not be held liable for any loss due to the delay in dispatch.

ITEM 266: LATE PAYMENT CHARGE

Unless otherwise agreed upon by RMX Freight Systems, Inc. in writing, all payments due hereunder shall be made within 15 calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within 15 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, are considered delinquent.

Carrier shall provide a written demand for all delinquent charges. Any delinquent charge not paid within 30 days of the written demand shall be subject to the following late payment provisions:

When carrier has advised debtor, in writing, of its intent to assign collection of delinquent invoices to an attorney or professional service for collection, and the delinquent charges are not paid in full within 30 days, all delinquent invoices will be re-billed at carrier's full undiscounted rate based on the tariff ROSI 500 class rates applicable on the date of shipment. In addition, the reasonable collection costs (not to exceed 34% percent calculated on the gross, undiscounted charges) will be applied to each delinquent invoice.

ITEM 268: DEFAULT CLASSIFICATION

In the event a shipment is inadvertently accepted for which a NMF 100 Series item number is not provided or one cannot be established using the description on the bill of lading, a default class of 150 shall be used to rate the shipment. Upon satisfactory proof of the actual class, an adjustment shall be made.

All commodities as described in the NMF 100 Series as having a Class 0 application shall be rated at Class 300.

SECTION 2

EXPLANATION OF CODES, STANDARD REFERENCE MARKS AND ABBREVIATIONS

ITEM 500: EXPLANATION OF ABBREVIATIONS

ABBREVIATION	EXPLANATION
AQ	Any Quantity
CFA	Call for Appointment
Co.	Company
COD	Collect on Delivery
Cwt	Per Hundred Pounds
FAK	Freight All Kinds
FSC	Fuel Surcharge
Hts.	Heights
ICC	Interstate Commerce Commission
I & S	Investigation and Suspension
KD	Knocked Down
KDF	Knocked Down Flat
LTL	Less Than Truckload
MC or Min Chg.	Minimum Charge
MF	Motor Freight
MIN. WT.	Minimum Weight
NMF	National Motor Freight, Washington, D.C.
No.	Number
Nos.	Numbers
NOI	Not Otherwise Indexed – NOI, as used in connection with an article or articles which are embraced by the same NOI descriptions in the classification.
PCF	Per Cubic Foot
Sec.	Section
St.	Saint
SU	Set Up
Sup.	Supplement
TL	Truckload
Viz.	Namely

APPENDIX 1

ITEM 250: EXPEDITED DELIVERY SERVICE - APPENDIX

(COPY OF BODY OF ITEM 250 INCLUDED HEREWITH)

Upon request, the expedited service of a vehicle will be assigned to the transportation of a shipment subject to the following provisions:

1. Only one vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second Bill of Lading.
2. The consignor may not execute the non-recourse stipulation on the Bill of Lading, and, to this extent, Section 7 of the contract terms and conditions of the Bill of Lading will NOT apply.

Charges for this service will be based on the mileage from shipment point of origin to final delivery point zip codes, and the type of vehicle provided. Please see below for the rates per mile. This Appendix is incorporated by reference into the body of this Item. The charges for this service shall be computed by multiplying the rate per mile by the number of miles, plus any charges for other services provided.

The minimum rating distance for all shipments is 75 miles.

MILES	PICK-UP TRUCK CENTS PER ONE- WAY MILE	STRAIGHT TRUCK CENTS PER ONE- WAY MILE	TRACTOR TRAILER CENTS PER ONE- WAY MILE
1-99	369	581	751
100-199	338	525	697
200-299	304	479	622
300-399	282	437	556
400 & Over	262	413	516

APPENDIX 2

ITEM 201: FUEL SURCHARGE – APPENDIX 2

(COPY OF BODY OF ITEM 201 INCLUDED HEREWITH)

Except as otherwise stipulated, all line haul rates provided in Pricing Agreements and Contract Schedules governed by and subject to this publication will be subject to a Fuel Surcharge (FSC) as provided in the table below. The FSC will apply when the U.S. National Average Fuel Index, as reported by the U.S. Department of Energy, exceeds 110.0 cents per gallon. No FSC will apply when the index is below 110 cents per gallon. The surcharge will be shown as a separate entry on the freight bill and will apply as a percentage of net line haul charges. The FSC will not apply on accessorial charges. The index will be updated every Monday. Revisions to the FSC will go into effect on the following Wednesday. This chart will be amended if the index price exceeds the final price shown using the same mathematical relationship. The surcharge amount will be based on the following:

When the index price is at least:	But less than:	Fuel Surcharge will be:
215 cents per gallon	220 cents per gallon	17.00%
220 cents per gallon	225 cents per gallon	17.50%
225 cents per gallon	230 cents per gallon	18.00%
230 cents per gallon	235 cents per gallon	18.50%
235 cents per gallon	240 cents per gallon	19.00%
240 cents per gallon	245 cents per gallon	19.50%
245 cents per gallon	250 cents per gallon	20.00%
250 cents per gallon	255 cents per gallon	20.50%
255 cents per gallon	260 cents per gallon	21.00%
260 cents per gallon	265 cents per gallon	21.50%
265 cents per gallon	270 cents per gallon	22.00%
270 cents per gallon	275 cents per gallon	22.50%
275 cents per gallon	280 cents per gallon	23.00%
280 cents per gallon	285 cents per gallon	23.50%
285 cents per gallon	290 cents per gallon	24.00%
290 cents per gallon	295 cents per gallon	24.50%
295 cents per gallon	300 cents per gallon	25.00%
300 cents per gallon	305 cents per gallon	25.50%
305 cents per gallon	310 cents per gallon	26.00%
310 cents per gallon	315 cents per gallon	26.50%
315 cents per gallon	320 cents per gallon	27.00%
320 cents per gallon	325 cents per gallon	27.50%
325 cents per gallon	330 cents per gallon	28.00%
330 cents per gallon	335 cents per gallon	28.50%
335 cents per gallon	340 cents per gallon	29.00%
340 cents per gallon	345 cents per gallon	29.50%
345 cents per gallon	350 cents per gallon	30.00%
350 cents per gallon	355 cents per gallon	30.50%
355 cents per gallon	360 cents per gallon	31.00%
360 cents per gallon	365 cents per gallon	31.50%
365 cents per gallon	370 cents per gallon	32.00%
370 cents per gallon	375 cents per gallon	32.50%
375 cents per gallon	380 cents per gallon	33.00%
380 cents per gallon	385 cents per gallon	33.50%
385 cents per gallon	390 cents per gallon	34.00%
390 cents per gallon	395 cents per gallon	34.50%
395 cents per gallon	400 cents per gallon	35.00%
400 cents per gallon	405 cents per gallon	35.50%

405 cents per gallon	410 cents per gallon	36.00%
410 cents per gallon	415 cents per gallon	36.50%
415 cents per gallon	420 cents per gallon	37.00%
420 cents per gallon	425 cents per gallon	37.50%
425 cents per gallon	430 cents per gallon	38.00%
430 cents per gallon	435 cents per gallon	38.50%
435 cents per gallon	440 cents per gallon	39.00%
440 cents per gallon	445 cents per gallon	39.50%
445 cents per gallon	450 cents per gallon	40.00%
450 cents per gallon	455 cents per gallon	40.50%
455 cents per gallon	460 cents per gallon	41.00%
460 cents per gallon	465 cents per gallon	41.50%
465 cents per gallon	470 cents per gallon	42.00%
470 cents per gallon	475 cents per gallon	42.50%
475 cents per gallon	480 cents per gallon	43.00%
480 cents per gallon	485 cents per gallon	43.50%
485 cents per gallon	490 cents per gallon	44.00%
490 cents per gallon	495 cents per gallon	44.50%
495 cents per gallon	500 cents per gallon	45.00%
500 cents per gallon	505 cents per gallon	45.50%
505 cents per gallon	510 cents per gallon	46.00%
510 cents per gallon	515 cents per gallon	46.50%
515 cents per gallon	520 cents per gallon	47.00%

APPENDIX 2 - ALTERNATE ISSUANCE

ITEM 201: FUEL SURCHARGE – APPENDIX 2 - ALTERNATE ISSUANCE

(COPY OF BODY OF ITEM 201 INCLUDED HEREWITH)

Except as otherwise stipulated, all line haul rates provided in Pricing Agreements and Contract Schedules governed by and subject to this publication will be subject to a Fuel Surcharge (FSC) as provided in the table below. The FSC will apply when the U.S. National Average Fuel Index, as reported by the U.S. Department of Energy, exceeds 110.0 cents per gallon. No FSC will apply when the index is below 110 cents per gallon. The surcharge will be shown as a separate entry on the freight bill and will apply as a percentage of net line haul charges. The FSC will not apply on accessorial charges. The index will be updated every Monday. Revisions to the FSC will go into effect on the following Wednesday. The surcharge amount will be based on the following:

When the index price is at least:	But less than:	Fuel Surcharge will be:
120 cents per gallon	130 cents per gallon	5.00%
130 cents per gallon	140 cents per gallon	5.50%
140 cents per gallon	150 cents per gallon	6.00%
150 cents per gallon	160 cents per gallon	7.00%
160 cents per gallon	170 cents per gallon	8.00%
170 cents per gallon	180 cents per gallon	8.50%
180 cents per gallon	190 cents per gallon	9.00%
190 cents per gallon	200 cents per gallon	9.50%
200 cents per gallon	210 cents per gallon	10.00%
210 cents per gallon	220 cents per gallon	10.50%
220 cents per gallon	230 cents per gallon	11.00%
230 cents per gallon	240 cents per gallon	11.50%
240 cents per gallon	250 cents per gallon	12.00%
250 cents per gallon	260 cents per gallon	12.50%
260 cents per gallon	270 cents per gallon	13.00%
270 cents per gallon	280 cents per gallon	13.50%
280 cents per gallon	290 cents per gallon	14.00%
290 cents per gallon	300 cents per gallon	14.50%
300 cents per gallon	310 cents per gallon	15.00%
310 cents per gallon	320 cents per gallon	15.50%
320 cents per gallon	330 cents per gallon	16.00%
330 cents per gallon	340 cents per gallon	16.50%
340 cents per gallon	350 cents per gallon	17.00%
350 cents per gallon	360 cents per gallon	17.50%
360 cents per gallon	370 cents per gallon	18.00%
370 cents per gallon	380 cents per gallon	18.50%
380 cents per gallon	390 cents per gallon	19.00%
390 cents per gallon	400 cents per gallon	19.50%
400 cents per gallon	410 cents per gallon	20.00%
410 cents per gallon	420 cents per gallon	20.50%
420 cents per gallon	430 cents per gallon	21.00%
430 cents per gallon	440 cents per gallon	21.50%
440 cents per gallon	450 cents per gallon	22.00%
450 cents per gallon	460 cents per gallon	22.50%
460 cents per gallon	470 cents per gallon	23.00%
470 cents per gallon	480 cents per gallon	23.50%
480 cents per gallon	490 cents per gallon	24.00%
490 cents per gallon	500 cents per gallon	24.50%

This issuance of the Fuel Surcharge is an alternate version for use in selected cases as determined by the management of RMX Freight Systems, Inc. Approval of usage is indicated by notation of initials below.

Approval: _____

RMX Freight Systems, Inc.

Date: _____

APPENDIX 3

ITEM 257: HEADER RATES

**RMX Freight Systems, Inc.
Header Rate Schedule**

<u>Rate Basis</u>	<u>Rate</u>	<u>Rate Basis</u>	<u>Rate</u>
0-40	\$515	161-180	\$670
41-60	\$535	181-200	\$691
61-80	\$555	201-220	\$708
81-100	\$579	221-240	\$730
101-120	\$600	241-260	\$749
121-140	\$621	261-280	\$765
141-160	\$640	281-300	\$782