

# USA TRUCK, INC.

MC – 161412

## USA 100

### RULES TARIFF

Rules, regulations, charges and the scope of authority applicable to transportation and related services performed by USA Truck, Inc.

This tariff applies to all transportation and related services performed by USA Truck, Inc. on or after the effective date(s) hereof, except as otherwise agreed to in writing by an authorized representative of USA Truck, Inc.

Issued by:  
USA Truck, Inc.  
3200 Industrial Park Road  
Van Buren, AR 72956

Effective: January 1, 2011

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## ITEM 1 GOVERNING PUBLICATIONS

<b>Mileage Guide</b>	ALK Technologies, Inc. (current version of PC Miler, Practical Miles)
<b>Classification</b>	National Motor Freight Traffic Association, Inc.
<b>Carrier</b>	USA Truck, Inc. including all entities outlined in Item 1, Participating Carriers.
<b>Bill of Lading</b>	Standard USA Truck Bill of Lading Terms and Conditions
<b>Intermodal</b>	Uniform Intermodal Interchange Agreement. Association of American Railroads (“AAR”)

### Rail Transportation Provider

### Intermodal Rules Circular Series

BNSF	Rules and Policy Guide
Canadian National	CN 6800
Canadian Pacific	Tariffs 1 through 10
CSX Intermodal	Service Directory No. 1
Florida East Coast (FEC)	Intermodal Directory
Kansas City Southern (KCS)	Rules Circular 9011
Norfolk Southern	Rules Circular #2
Union Pacific	Master Intermodal Transportation Agreement (MITA)

## ITEM 2 LIST OF PARTICIPATING CARRIERS

The carriers participating in this tariff include but may not be limited to the following:

	<u>SCAC Code</u>
USA Truck Inc.	USIT
USA Truck Inc. (Dedicated Operations)	USAD
USA Truck Inc. (Logistics Operations)	USIL
USA Truck Inc. (Regional Operations)	USIR
USA Truck Inc. (Intermodal Operations)	USMM

## ITEM 3 DEFINITIONS

The following terminology, used within USA 100 Series, shall mean the following throughout this tariff.

**CARRIER** – USA Truck, Inc., including all entities outlined in Item 1, Participating Carriers.

**Customer** – Any party for whom USA Truck or its contractors performs services.

**Intermodal** – Transportation of a shipment involving use of rail for at least a portion of the transportation from origin to destination.

**Intermodal Carrier** – A railroad or entity owning or controlling rail equipment and engaged in the performance of transportation by rail.

**Intermodal Circular** – The rules tariff published by an Intermodal Carrier.

**Shipper** – The persons, parties or legal entities that are responsible for initiating freight movement from origin through submittal of shipping instructions to USA Truck or the loading of commodities on equipment for transportation. Shipper shall include Shipper's agents, employees, and independent contractors acting on behalf of the Shipper, consignee, third party payor, or beneficial owner, to initiate the freight movement.

**Transportation Provider** – Any transportation company, including USA Truck, Inc. (as defined in Item 1 Participating Carriers), that transports a shipment for at least a portion of the transportation from origin to destination.

**Underlying Transportation Provider** – Any transportation company, other than USA Truck, Inc. (as defined in Item 1 Participating Carriers), that is contracted by USA Truck, Inc., to transport a shipment for at least a portion of the transportation from origin to destination.

#### **ITEM 4 BILL OF LADING**

The Standard USA Truck Bill of Lading Terms and Conditions shown hereinafter shall apply to shipments moving under this Tariff, notwithstanding the use of any other physical bill of lading or shipping document. Drivers are not authorized to bind Carrier to the terms and conditions of any other bill of lading. Any bill of lading used as a shipping document shall act only as a receipt for goods.

## STANDARD USA TRUCK BILL OF LADING TERMS AND CONDITIONS

§ 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

§ 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in any this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 8. If any bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this these bill of lading terms and conditions as fully as if the same were written or made in or in connection with these terms and conditions.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement. Carrier may interline or broker shipments in order to meet capacity requirements.

(b) If all or any part of said property is carried by rail or water, and the loss is carried by rail or water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by rail or water, the liability of such carrier shall be determined by the applicable bill of lading and under the terms and conditions of the rail or water carrier, and the laws and regulations applicable to transportation by rail or water.

(c) Carrier may substitute multimodal rail service for truck transport as part of any movement from origin to destination. All intermodal shipments will be subject to the intermodal circular of the rail carrier providing rail transportation service. Such intermodal circulars impose requirements, limitations, and restrictions on shipments transported on their rail networks, including but not limited to requirements related to blocking and bracing, the loading, counting and sealing of a container or trailer, restrictions on certain types of cargo, limitation of liability, required shipping information, and consequences and charges for failure to comply with these requirements. Failure of the Shipper to comply will result in penalties, additional charges and costs, possible shipping delays, liability for equipment, cargo, other property and personal injury, indemnification obligations, and other potential consequences.

(d) By tendering freight to CARRIER, the Shipper represents and warrants that they will notify all persons or entities involved in the transportation of the freight, including the consignee, beneficial cargo owner, consignor, and other third parties, such as freight forwarders, freight brokers, third-party logistics providers, intermodal marketing companies and insurers, that the terms and conditions stated in USIT 100 Series herein shall apply to the tendered freight. In addition, in connection with freight tendered for intermodal transportation the terms and conditions in the applicable Intermodal Circulars will apply. In tendering freight to CARRIER, to the extent allowed by law, all such persons and entities will be conclusively presumed to have agreed to the notification requirements outlined herein.



## **ITEM 6 GOVERNING LAW**

If or when a Bill of Lading conflicts with this Rules Tariff, the Bill of Lading shall be subordinate to the Tariff.

This Tariff, and the interpretation and enforcement thereof, shall be governed and construed in accordance with the federal laws of the United States and to the extent not conflicting with applicable federal laws, the laws of the State of Arkansas. Jurisdiction shall lie solely in the State of Arkansas.

## **ITEM 8 NOTIFICATIONS OF OTHER INVOLVED PARTIES**

Except as otherwise agreed to in writing by an authorized representative of CARRIER, by tendering freight to CARRIER, the Shipper represents and warrants that they will notify all persons or entities involved in the transportation of the freight, including the consignee, beneficial cargo owner, consignor, and other third parties, such as freight forwarders, freight brokers, third-party logistics providers, intermodal marketing companies and insurers, that the terms and conditions stated in USA 100 Series herein shall apply to the tendered freight. In addition, in connection with freight tendered for intermodal transportation the terms and conditions in the applicable Intermodal Circulars will apply, as further outlined in Item 1 herein.

As allowable by law, in tendering freight to CARRIER, all such persons and entities will be conclusively presumed to have agreed to the notification requirements outlined herein.

## **ITEM 10 AMENDMENTS TO THESE TERMS AND CONDITIONS**

CARRIER may change or replace these Terms and Conditions from time to time without advance notice by posting the revised Rules Tariff on our website. Customer are advised that the terms, conditions, charges and services on the date of tender of the shipment will apply and will have a continuing obligation to obtain and be aware of the version of these Terms and Conditions in effect on the date of tender. The current version of these Terms and Conditions may be obtained from our website at [www.usa-truck.com](http://www.usa-truck.com).

## **ITEM 12 METHOD OF DETERMINING RATES FOR TRUCKLOAD SHIPMENTS**

Total charges per shipment, exclusive of accessorial charges, will be determined by multiplying the published rate, in cents per loaded mile times the computed route of movement in total miles. The result of this computation except as otherwise provided would be the total charge per vehicle used.

Mileage will be calculated using current version of PC\*Miler, Practical Miles.

## **ITEM 15 APPLICATION OF INTERMODAL CIRCULARS**

In addition to the provisions of Item 4 (Bill of Lading) herein, all intermodal shipments will be subject to the intermodal circular of the rail transportation company providing rail transportation service. See the list of intermodal circulars listed in “Governing Publications” herein. In their Intermodal Circulars, the rail transportation companies impose requirements, limitations, and restrictions on shipments transported on their rail networks, including but not limited to requirements related to blocking and bracing, restrictions on certain types of cargo, limitation of liability, required shipping information, and charges for failure to comply with these requirements. Failure of the Shipper to comply with the Intermodal Circulars will result in penalties, additional charges and costs, possible shipping delays, liability for equipment, cargo, other property and personal injury, indemnification obligations, and other potential consequences.

Item 45 (Intermodal Loading and Commodity Descriptions) herein outlines general Shipper responsibilities and requirements imposed on the Shipper during intermodal transportation related to commodity descriptions, and the loading, counting and sealing of a container or trailer, as well as a general outline of the consequences for Shipper’s failure to adhere to these responsibilities and requirements. The terms and conditions in Item 45 herein do not override or supersede any rules, terms, conditions, charges, or fees that specifically address these issues in the applicable Intermodal Circular(s).

Please note that the Intermodal Circulars listed herein may cross-reference other circulars, tariffs, rules and other industry documents, each of which will be considered to be included in the term “Intermodal Circular” as used herein. These Intermodal Circulars are subject to change at the discretion of the rail transportation company. Please check the latest issue of the rail transportation company’s Intermodal Circular for current information.

## **ITEM 20 FUEL SURCHARGE**

A fuel surcharge will be added to the freight invoices during the period of this Contract/Agreement/Tariff using the following scale and weekly National Energy Information Administration Fuel Index.

The applicable fuel surcharge as defined herein will apply on CARRIER shipments from Tuesday through the following Monday based upon the fuel index price obtained on Mondays after 3:00pm by calling 202-586-6966 or by going to their website, [www.eia.doe.gov](http://www.eia.doe.gov). The fuel increase will be applied as a separate line item on the freight bill. In the event Monday is a federal holiday, the fuel index issued on Tuesday will be used and applied to USA Truck shipments from Wednesday through the following Monday.

## HIGHWAY FUEL SURCHARGE

D.O.E. National Average Fuel Index		Cents Per Mile	D.O.E. National Average Fuel Index		Cents Per Mile		
1.050	To	1.074	0.0	3.351	To	3.375	46.0
1.075	To	1.100	0.5	3.376	To	3.400	46.5
1.101	To	1.125	1.0	3.401	To	3.425	47.0
<b>Ranges from 1.126 to 2.000 will apply with a variance of .025 (increase of .005 cents)</b>				3.426	To	3.500	47.5
2.001	To	2.025	19.0	3.451	To	3.525	48.0
2.026	To	2.050	19.5	3.476	To	3.500	48.5
2.051	To	2.075	20.0	3.501	To	3.525	49.0
2.076	To	2.100	20.5	3.526	To	3.550	49.5
2.101	To	2.125	21.0	3.551	To	3.575	50.0
2.126	To	2.150	21.5	3.576	To	3.600	50.5
2.151	To	2.175	22.0	3.601	To	3.625	51.0
2.176	To	2.200	22.5	3.626	To	3.650	51.5
2.201	To	2.225	23.0	3.651	To	3.675	52.0
2.226	To	2.250	23.5	3.676	To	3.700	52.5
2.251	To	2.275	24.0	3.701	To	3.725	53.0
2.276	To	2.300	24.5	3.726	To	3.750	53.5
2.301	To	2.325	25.0	3.751	To	3.775	54.0
2.326	To	2.350	25.5	3.776	To	3.800	54.5
2.351	To	2.375	26.0	3.801	To	3.825	55.0
2.376	To	2.400	26.5	3.826	To	3.850	55.5
2.401	To	2.425	27.0	3.851	To	3.875	56.0
2.426	To	2.450	27.5	3.876	To	3.900	56.5
2.451	To	2.475	28.0	3.901	To	3.925	57.0
2.476	To	2.500	28.5	3.926	To	3.950	57.5
2.501	To	2.525	29.0	3.951	To	3.975	58.0
2.526	To	2.550	29.5	3.976	To	4.000	58.5
2.551	To	2.575	30.0	4.001	To	4.025	59.0
2.576	To	2.600	30.5	4.026	To	4.050	59.5
2.601	To	2.625	31.0	4.051	To	4.075	60.0
2.626	To	2.650	31.5	4.076	To	4.100	60.5
2.651	To	2.675	32.0	4.101	To	4.125	61.0
2.676	To	2.700	32.5	4.126	To	4.150	61.5
2.701	To	2.725	33.0	4.151	To	4.175	62.0
2.726	To	2.750	33.5	4.176	To	4.200	62.5
2.751	To	2.775	34.0	4.201	To	4.225	63.0
2.776	To	2.800	34.5	4.226	To	4.250	63.5
2.801	To	2.825	35.0	4.251	To	4.275	64.0
2.826	To	2.850	35.5	4.276	To	4.300	64.5
2.851	To	2.875	36.0	4.301	To	4.325	65.0
2.876	To	2.900	36.5	4.326	To	4.350	65.5
2.901	To	2.925	37.0	4.351	To	4.375	66.0
2.926	To	2.950	37.5	4.376	To	4.400	66.5
2.951	To	2.975	38.0	4.401	To	4.425	67.0
2.976	To	3.000	38.5	4.426	To	4.450	67.5
3.001	To	3.025	39.0	4.451	To	4.475	68.0
3.026	To	3.050	39.5	4.476	To	4.500	68.5
3.051	To	3.075	40.0	4.501	To	4.525	69.0
3.076	To	3.100	40.5	4.526	To	4.550	69.5
3.101	To	3.125	41.0	4.551	To	4.575	70.0
3.126	To	3.150	41.5	4.576	To	4.600	70.5
3.151	To	3.175	42.0	4.601	To	4.625	71.0
3.176	To	3.200	42.5	4.626	To	4.650	71.5
3.201	To	3.225	43.0	4.651	To	4.675	72.0
3.226	To	3.250	43.5	4.676	To	4.700	72.5
3.251	To	3.275	44.0	4.701	To	4.725	73.0
3.276	To	3.300	44.5	4.726	To	4.750	73.5
3.301	To	3.325	45.0	4.751	To	4.775	74.0
3.326	To	3.350	45.5	4.776	To	4.800	74.5
				4.801	To	4.825	75.0

Ranges above 4.825 will apply with the .025 variance (increase of .005 cents).

## INTERMODAL FUEL SURCHARGE

D.O.E. National Average Fuel Index				D.O.E. National Average Fuel Index			
			Percent				Percent
0.991	To	1.139	0.0	3.620	To	3.659	32.0
1.140	To	1.179	1.0	3.660	To	3.699	32.5
1.180	To	1.219	1.5	3.700	To	3.739	33.0
<b>Ranges from 1.220 to 2.499 will apply with a variance of .04 (increase of 0.5 percent).</b>				3.260	To	3.259	33.5
2.500	To	2.539	18.0	3.300	To	3.299	34.0
2.540	To	2.579	18.5	3.820	To	3.859	34.5
2.580	To	2.619	19.0	3.860	To	3.899	35.0
2.620	To	2.659	19.5	3.900	To	3.939	35.5
2.660	To	2.699	20.0	3.940	To	3.979	36.0
2.700	To	2.739	20.5	3.980	To	4.019	36.5
2.740	To	2.779	21.0	4.020	To	4.059	37.0
2.780	To	2.819	21.5	4.060	To	4.099	37.5
2.820	To	2.859	22.0	4.100	To	4.139	38.0
2.860	To	2.899	22.5	4.140	To	4.179	38.5
2.900	To	2.939	23.0	4.180	To	4.219	39.0
2.940	To	2.979	23.5	4.220	To	4.259	39.5
2.980	To	3.019	24.0	4.260	To	4.299	40.0
3.020	To	3.059	24.5	4.300	To	4.339	40.5
3.060	To	3.099	25.0	4.340	To	4.379	41.0
3.100	To	3.139	25.5	4.380	To	4.419	41.5
3.140	To	3.179	26.0	4.420	To	4.459	42.0
3.180	To	3.219	26.5	4.460	To	4.499	42.5
3.220	To	3.259	27.0	4.500	To	4.539	43.0
3.260	To	3.259	27.5	4.540	To	4.579	43.5
3.300	To	3.299	28.0	4.580	To	4.619	44.0
3.340	To	3.379	28.5	4.620	To	4.659	44.5
3.380	To	3.419	29.0	4.660	To	4.699	45.0
3.420	To	3.459	29.5	4.700	To	4.739	45.5
3.460	To	3.499	30.0	4.260	To	4.259	46.0
3.500	To	3.539	30.5	4.300	To	4.299	46.5
3.540	To	3.579	31.0	4.820	To	4.859	47.0
3.580	To	3.619	31.5	4.860	To	4.899	47.5
				4.900	To	4.939	48.0

Ranges above 4.939 will apply with the .04 variance (increase of 0.5 percent).

## ITEM 25 ACCESSORIAL CHARGES

In addition to the applicable transportation rates, transportation services are subject to the following charges for additional services. CARRIER will endeavor to provide notice when driver detention charges are incurred, but unless otherwise agreed to by CARRIER in a written agreement signed by an authorized representative; CARRIER will not be required to provide notice of any other accessorial charges. CARRIER may provide notice of these charges by facsimile, EDI, e-mail, telephone or by website posting. The Customer will be responsible for the following accessorial charges to the extent incurred, whether or not CARRIER provides any notice of them.

### A. General Accessorial Charges

#### 1. Driver Load/Unload/Assist

Driver involvement related to loading or unloading of a shipment will be \$65 per hour, subject to a minimum charge of \$250.00 per occurrence, or the cost of the

lumper plus eleven percent (11%). Service will also be subject to any applicable driver detention charges.

**2. In-Bond Shipments**

When a shipment moves in-bond, there will be a \$200.00 charge.

**3. Detention – Vehicles With Power**

A charge of \$75.00 per hour or fraction thereof will apply after one hour of free time. After 4 hours detention a maximum charge of \$650 per day shall apply.

**4. Non-Permitted Use of Equipment**

Use of CARRIER equipment, which does not strictly comply with the intended use between CARRIER and its Customer will result in a charge of \$250 per trailer, per day, for each occurrence.

**5. Rework**

If CARRIER or its agent is required to rework or reload trailers that are in transit due to freight that has shifted, the cost incurred for driver load or lumper charges will be passed through to the party responsible for freight payments, subject to a minimum charge of \$500 per occurrence. Applicable detention charges will be assessed.

**6. Stopping in Transit to Partially Load or Unload**

Except as otherwise provided in individual rate items or individual tariffs making reference to this tariff, the charge for each additional stop, exclusive of initial pickup or final delivery, shall be \$150.00 for the first stop; \$300.00 for the second stop; and \$500.00 for each additional stop thereafter in addition to all other applicable charges, including out of route miles.

**7. New York City Surcharge**

A surcharge of \$700.00 will apply per vehicle used for delivery in New York City. This is for the zip code zones of 10000-10499 and 11000-11999. A surcharge of \$520.00 will apply per vehicle used for picking up in New York City. This is for zip code zones of 10000-10499 and 11000-11999. Amounts that may vary must be accepted by and agreed to with Carrier before accepting load.

**B. Truckload Specific Accessorial Charges**

**1. Detention/Storage - Vehicles Without Power**

There is no free time for "In Transit" loads. "In Transit" is from the time and point the load is picked up until delivery is made. Whether or not an appointment for delivery is given, if the trailer is held past the reasonable dispatched delivery, a Storage Charge of \$50.00 per trailer, per day, for seven days, will be applied. All subsequent days will be charged as storage at the rate of \$200.00 per day or fraction thereof.

**2. Dunnage Disposal**

When CARRIER is responsible for the disposal of dunnage used to secure any freight being transported, a charge of \$250.00 will apply per occurrence.

**3. Empty Miles**

Upon the Shipper's request, empty (deadhead) miles or out of route miles will be billed at a rate of \$1.35 per miles plus applicable fuel surcharge.

**4. Team Service**

When the Shipper requests team service, there will be an additional charge of \$.17 cents per mile.

**C. Intermodal Specific Accessorial Charges**

In addition to the other accessorial charges herein, intermodal services will be subject to these additional accessorial service charges.

**1. Cleaning/Sweeping of Trailer/Container**

It is the responsibility of the consignee to remove and dispose of all dunnage/debris from the container or trailer after unloading. Failure by the consignee to maintain the container/trailer, or upon request consignee for CARRIER to clean/sweep the container/trailer on their behalf will result in a charge of \$250 per occurrence.

**2. Per-Diem (Detention Without Power)**

Time Included in Linehaul Rate:

Origin: Day of Rail Interchange + 2 Days

Destination: Day of Rail Notification + 2 Days

Chargeable Time (Weekends are not chargeable if they fall within included time):

Days 1-4:	\$35 per day
Days 5-7:	\$50 per day
Days 8 and beyond:	\$150 per day

**3. Rail Storage**

(Container storage at destination rail ramp)

Time Included in Linehaul Rate:

Day of Rail Notification + 2 Days

Chargeable Time (Weekends are not chargeable if they fall within included time):

Days 1-4:	\$100 per day
Days 5-10:	\$150 per day
Days 11 and beyond:	\$300 per day

Plus applicable per-diem charges

**D. Miscellaneous**

Miscellaneous charges (i.e., charges not identified above) will be determined at time of occurrence. Such charges may include but are not limited to charges for lumpers, permits and escort services, tarping, scaling, harbor terminations, and additional container flips.

## **ITEM 30      PRECEDENCE OF PRICING**

### **A. Precedence of Paying Party**

When pricing is applicable for more than one party on a freight bill (e.g., consignor, consignee or third party), the pricing applicable for the payor of the freight charges will apply, subject to the following:

1. If the third party payor shown on the freight bill has applicable third party pricing provisions, their pricing will be applied to the freight bill. (Not applicable if the third party is on the bill strictly to designate where the freight bill should be sent for administrative handling.) If no third party payor pricing exists on the freight bill, or if there is no third party payor on the bill, then;
2. Consignor's applicable pricing will apply if the shipment is designated as prepaid. If shipment is designated as collect, then;
3. Consignee's applicable pricing will apply if the shipment is designated as collect. If no consignee pricing exists, then any otherwise applicable outbound collect pricing belonging to the consignor will be applied.

### **B. Precedence of Pricing Application**

Where different types of pricing are available to the paying party and some or all of the different types could apply to a specific shipment, the following order of precedence will determine the applicable pricing to apply to that shipment:

1. Applicable pricing maintained in a mutually signed written agreement;
2. To the extent no contract pricing exists, or to the extent the applicable contract does not contain pricing for the specific shipment in question, any otherwise applicable spot quote price will apply;
3. If no pricing is applicable through application of B.1 or B.2 herein, any otherwise account specific tariff pricing will apply.
4. If no pricing is applicable through application of B.1., B.2., or B.3. herein, any otherwise applicable general tariff pricing will apply.

This tariff applies to all transportation and related services performed by CARRIER, or its contractors, or arranged by CARRIER or its Divisions, except as otherwise agreed to in writing by an authorized representative of CARRIER. For shipments involving intermodal movement, please also see Item 15 (Application of Intermodal Circulars).

### **C. Precedence of Rates**

Once precedence of the paying party and the applicable pricing has been established, in the event there are multiple rates, which could be applicable to a particular shipment, the most specific rate in terms of geographic area shall apply. In the absence of specific language to the contrary, the applicable rate shall be determined based on the following order of precedence:

1. Zip code (5 digit) to zip code (5 digit)
2. Point to zip code (5 digit) or zip code (5 digit) to point.
3. Point to point.
4. Point to zip code (3 digit) or zip code (3 digit) to point.
5. Zip code (3 digit) to zip code (3 digit).
6. Zip code (5 digit) to state or state to zip code (5 digit)
7. Point to state or state to point.
8. Zip code (3 digit) to state or state to zip code (3 digit).
9. State to state.

## **ITEM 35 CANCELLATION, CORRECTIONS AND OTHER CHANGES TO SHIPPING INFORMATION OR INSTRUCTIONS**

### **A. Cancellations**

Shipper may cancel a shipment any time before the Transportation Provider is dispatched for pick-up. A cancellation request must be submitted sufficiently in advance to allow CARRIER to notify the CARRIER driver, or the driver of the Underlying Transportation Provider, as the case may be, of the cancellation before they are dispatched to the origin location.

### **B. Corrections to Origin**

A request to change the origin must be received sufficiently in advance to allow CARRIER to inform the driver before dispatch to the original origin. After arriving at the origin point, additional charges will apply to travel to a different origin point.

### **C. Corrections to Ramp Destination – Intermodal Shipments**

After an intermodal shipment has been loaded on the train, changes to the ramp destination will not be possible. If the change in destination is not made before the intermodal shipment has been loaded on a train, the shipment will move on the route required by the shipping instructions originally submitted by Shipper, and Shipper must submit shipping instructions for movement from the ramp destination originally specified to the new desired destination.

### **D. Corrections to Final Destination – Intermodal Shipments**

A request to change the final destination for intermodal shipments must be received sufficiently in advance to allow CARRIER to inform the dray carrier before dispatch to the destination ramp. If the shipment has already been delivered to the original destination, Customer will be responsible for the transportation charges to the original destination as well as transportation charges from the original destination to the changed final destination. If the destination is changed while the shipment is in transit, out of route mileage and other charges will apply.

### **E. Charges and Additional Considerations**

Charges related to the various requests within this item will be determined based on the specific situation relative to the location of the shipment in transit at the time the request for a correction is made. Charges may include, but may not be limited to, applicable drayage charges, charges outlined in Item 60 (Reconsignment or Diversion), and charges outlined in Item 70 (Vehicle Furnished - Not Used).



CARRIER will not be liable if its attempts to cancel a shipment or implement corrections are unsuccessful. The Customer will be responsible for applicable freight rates, surcharges and accessorial charges associated with these movements and for any administration and handling charge assessed by CARRIER or the Underlying Transportation Providers in connection with cancellation of the shipment or changes in shipment movement information.

## **ITEM 40 CARGO LIABILITY**

### **SECTION 1 – INTERMODAL AND TRUCKLOAD**

#### **A. Truckload**

CARRIER will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Standard USA Truck Bill of Lading Terms and Conditions, published in this Tariff. The terms of 49 U.S.C. Section 14706 (the Carmack Amendment), are specifically incorporated herein by reference and are applicable except where noted herein. Except as shown herein, CARRIER's liability for cargo loss and damage begins when CARRIER takes physical custody of the loaded trailer, or when CARRIER picks up a shipment from consignor's dock. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

CARRIER will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, In no event shall CARRIER be liable for any claim based upon any item which is a prohibited article as defined herein, whether or not knowingly accepted for transport by CARRIER.

#### **B. Intermodal**

Liability under the terms of 49 U.S.C 11706 apply in connection with intermodal shipments, unless agreed upon through the requirements specifically outlined in the serving railroad's Intermodal Circular.

Furthermore, unless expressly agreed upon by written agreement signed by an authorized representative, CARRIER is not liable for any freight loss or damage caused by the services of the Underlying Transportation Provider or arising out of the negligence or intentional misconduct of the Underlying Transportation Provider.

The negligence or intentional misconduct of the Underlying Transportation Provider will not be imputed to CARRIER, and in no event will CARRIER's total liability for freight loss or damage exceed \$100,000.00 per container or trailer unless a higher limitation is agreed to by CARRIER before the time of shipping. Liability will not exceed the lesser of the actual value of the freight, or \$100,000.00 per container or trailer, unless special arrangements are made as outlined in Section 3.E. herein.

### **SECTION 2 – DAMAGES**

**A. Carrier Liability for Personal Injury or Property Damage**

CARRIER is not liable for any injury (including death) to persons or damage to property, including loading docks, facilities or other property, that arises out of the negligence, willful misconduct or other acts or omissions of the Underlying Transportation Provider or others in the course of the transportation services that CARRIER arranges at the request of a Customer. CARRIER is only liable for personal injury or property damage to the extent that it is proved that CARRIER's negligence or willful misconduct in arranging for transportation of the freight was the proximate cause of the personal injury or property damage and then only to the extent, on a comparative basis, that the injury or damage was caused by CARRIER's negligence or willful misconduct.

**B. Customer Liability**

CARRIER shall not be liable for any loss of or damage to property or cargo transported to the extent said loss or damage arises out of a negligent or intentional act or omission on the part of the Customer, its agents, employees or any of them.

Additionally, all empty equipment provided for loading should be inspected prior to loading to ensure that it is in suitable condition to protect and preserve the freight during transit. An inspection should include closing the doors and checking for any light that would indicate that the unit structure is compromised. Shipper or consignor must promptly notify CARRIER of any rejected equipment. If an investigation related to a freight claim reveals that defects in equipment could reasonably have been discovered prior to loading, any claim for loss or damage will be declined.

**C. Incidental or Consequential Damages**

CARRIER SHALL NOT BE LIABLE, AND HEREBY DISCLAIMS RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER COSTS, FEES, OR CHARGES OF ANY KIND ARISING FROM ANY CLAIMS FILED HEREUNDER, WHETHER DISCLOSED OR NOT.

**D. Defenses to Liability for Freight Loss or Damage**

Neither CARRIER nor the Underlying Transportation Providers will be liable for the following: (1) damage to freight or equipment to the extent due to packaging, loading, unloading, blocking, bracing or securing of the freight; (2) inherent vice or defect in the freight transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold; (3) force majeure events as described in Item 55 (Force Majeure); (4) an act, omission or default of any Customer (as defined under Definitions herein) involved with the shipment; (5) shipments stopped and held in transit at any party's request; or (6) loss or damage of freight that violates any federal, state or local law, ordinance or regulation, including exceeding legal weight limits.

**E. Delay Damages**

CARRIER will use commercially reasonable efforts to obtain on-time performance internally and from the Underlying Transportation Providers; however, CARRIER and the Underlying Transportation Providers do not guarantee adherence to any particular transit schedule. CARRIER will make a good faith effort to improve substandard performance including assistance with working with any underlying transportation provider. However, improving on-time performance may require a

change in the Underlying Transportation Providers and/or may affect the rates assessed for transportation services.

Furthermore, notwithstanding notations made on the bill of lading or other shipping documents, Carrier shall not be liable for any damages of any type resulting from delivery delays, including, but not limited to, expedited shipments, costs of labor or line shut-down, overtime, charge backs or claims of any kind, manufacturing delays, or any similar damages, regardless of whether the Carrier was made aware of the possibility of such damages at the time it accepted the load.

### **SECTION 3 – LIABILITY LIMITATIONS**

#### **A. General Liability Limitations**

Unless otherwise agreed in writing, all rates are based upon pricing which is predicated on maximum cargo liability limitations as set forth below. Rates applicable for additional liability coverage, not to exceed the actual value of the goods, may be requested as outlined in Section 3.E., herein. Except as otherwise specifically provided herein, in the event of loss of and/or damage to any shipment, CARRIER'S liability for domestic shipments will not exceed the lesser of the following

- a) Actual value of the freight
- b) \$2.50 per pound per damaged piece
- c) \$100,000 per shipment (\$.10 per pound for items other than new)

Freight claims under \$500.00 will not be entertained. CARRIER is also entitled to any lower limitations of liability applicable to the shipment, including limitations under an ocean bill of lading.

#### **B. Salvage Value / Mitigation**

Claimant must extend every effort to calculate the financial salvage value of a product and mitigate the claim to the CARRIER by that amount.

#### **C. Mexico Liability Limitations**

Carrier shall have no liability for any cargo damage, loss, injury or delay occurring in Mexico. Pursuant to the authority of 49 U.S.C. Section 14101 (b) (1), Carrier, Customer, and Shipper expressly waive any and all rights and remedies under the provisions of 49 U.S.C. Section 14706 (Motor) and 49 U.S.C. Section 11706 (Rail) for shipments moving from or to points in Mexico. Any concealed loss or damage will be presumed to have occurred in Mexico. This waiver shall be effective regardless if the bill of lading is a through or international bill of lading and regardless of the mode of transportation. Any legal action brought to recover damages for cargo loss, damage, or injury occurring in Mexico, or a concealed loss or damage claim wherein the location of the damage is uncertain shall be interpreted pursuant to the laws of the Federal District of Mexico without reference to the conflict of law provisions thereof. Venue for any disputed covered by this item will be in the United States District Court for the Western District of Arkansas. Customer and Shipper acknowledge that they are aware that Mexican law limits the liability of a motor carrier for cargo damage, loss, injury, or delay to the equivalent of fifteen (15) times the minimum daily wage then in effect in the Federal District of Mexico per metric ton or the proportional part thereof. CARRIER will only transport shipments destined to Mexico to the border most convenient to Carrier, or closest border place to

destination, and will interchange the shipment to a Mexican carrier for delivery in Mexico. CARRIER shall accept bills of lading showing a destination in Mexico as being amended to show destination of the Mexican border interchange point. CARRIER, as a motor carrier, provides no actual service in Mexico. Therefore, should the Shipper tender a shipment on a bill of lading with a Mexican destination, CARRIER will assist the Shipper and act as a Shipper's agent for the limited purpose of arranging interchange with a Mexican carrier at the border. The Shipper MUST look solely to the Mexican carrier should loss, damage, or delay occur in Mexico or in possession of the designated Brokers, Freight Forwarders, or Mexican carrier. CARRIER agrees to provide complimentary limited liability coverage for its services as follows:

If loss or damage occurs to a shipment while within the Border of Mexico, or at a Border Gateway of Mexico, CARRIER will extend complimentary cargo liability coverage up to \$100 per shipment. Additional liability may be obtained as outlined in Section 3.E. herein, but under no circumstances shall CARRIER's liability exceed \$25,000 per shipment while within the Border of Mexico, or at a Border Gateway of Mexico.

#### **D. Canadian Liability Limitations**

Except to the extent further restricted in Sections herein, shipments originating from Canada that are accepted and transported by CARRIER will be subject to the following:

In the event of loss of and/or damage to any shipment, CARRIER's liability will not exceed \$2.00 Canadian per pound computed on the total weight of the lost or damaged goods tendered by the shipper, unless the shipper has requested excess liability coverage in the manner defined in Section 3.E. herein.

Unless specifically requested in Canadian dollars, charges and excess liability limits will be based on U.S. dollar amounts. When requested in Canadian dollars, limits and subsequent fees in this section will be calculated in Canadian dollars.

#### **E. Optional Excess Liability Coverage**

Except to the extent otherwise specifically outlined in contractual arrangements between CARRIER and Shipper, Shipper may request liability coverage in excess of the limits outlined in Sections 3.A. through 3.D. above in the manner as follows:

- a) Email the USA Pricing Department at [DTCDLPricingDepartment@usa-truck.com](mailto:DTCDLPricingDepartment@usa-truck.com)
- b) Obtain email confirmation of approval for excess liability coverage from the USA Pricing Department.
- c) Place the requested amount of excess coverage on the bill of lading or via an EDI transaction.

CARRIER will assess an additional charge of 0.1% of the requested excess coverage in excess of the initial maximum liability, subject to minimum excess coverage charge of \$100. This charge is in addition to all other lawful freight charges. Excess liability coverage is not and will not be considered as insurance.

The maximum excess liability is \$150,000 per shipment, for a total of \$250,000 when added to the initial maximum coverage. Coverage will not exceed the actual value of the goods.

## **ITEM 45 INTERMODAL LOADING AND COMMODITY DESCRIPTIONS**

### **A. Shipper's Obligations on Intermodal Shipments**

#### **1. Application of Rail Circulars.**

Shippers moving freight under this Tariff acknowledge that (1) Rail Carriers provide transportation services subject to the provisions, restrictions and limitations in their Rail Circulars, (2) the Rail Circulars address, among other matters, standards for loading, blocking and bracing standards, prohibitions and restrictions on certain types of commodities, limitations of liability, requirements for shipping hazardous materials, procedures and limitations on cargo claims, and requirements for proper descriptions of commodities, (3) applicable provisions of a Rail Carrier's Rail Circular in effect on the date of shipment will apply to any shipments transported by that Rail Carrier, (4) the Rail Circulars are generally available through the Rail Carrier's website, and (5) persons and entities that use intermodal transportation provided by the Rail Carriers should be familiar and comply with the provisions, restrictions and limitations of the Rail Circulars.

#### **2. Loading.**

Shipper will be responsible for ensuring that cargo is properly and safely loaded, supported, blocked, braced and secured, in accordance with the publications and standards of the Association of American Railroads ("AAR") and any applicable Rail Circulars. Furthermore, Shipper will be responsible for expenses arising out of any load shift that occurs during transportation due to improper or insufficient loading, blocking and bracing.

Loads that shift in transit because they were not properly prepared for shipment will be reloaded, resecured or adjusted in the equipment or transloaded into other equipment, at Shipper's expense. CARRIER will make a good faith effort to work with the Underlying Transportation Provider and Shipper in an effort to minimize the expense and delay due to such adjustment or transloading of the freight. If a load shift occurs during transportation and it is determined that improper or insufficient loading, blocking and bracing proximately caused the load shift, the Shipper shall be held liable for all expenses and charges arising from the load shift, including not only the rework charge outlined in Item 25 (Accessorial Charges) herein, but also including the repair of damaged equipment, loss or damage to freight, fines, penalties and adjustment and transload services.

### **B. Shipper's Responsibility for Sealing/Counting the Trailer/Container**

#### **1. Sealed Containers**

Transportation Providers have the right to reject any shipment that does not comply with all necessary shipping and loading requirements. Acceptance of a sealed container for transportation does not constitute a waiver of Shipper

liability, nor of CARRIER's or the Underlying Transportation Provider's right to seek indemnity from Shipper due to Shipper's noncompliance with proper loading requirements. Neither CARRIER nor the Underlying Transportation Providers are to be responsible for any loss or liability related for such noncompliance.

## **2. Shipper Load and Count**

All loads are considered shipper load and count and consignee unload unless arrangements are made at the time of the request for pricing or before the freight is tendered. The consignor is responsible for supplying and applying seals, and the consignee should break all seals. A consignee's failure to use a specialized stamp or form as a delivery receipt for a shipment will not invalidate any other form of delivery receipt obtained by the Underlying Transportation Provider. The consignor's or consignee's failure to record a shipment's seal number will not render CARRIER or the Underlying Transportation Provider liable for any shortage within the shipment.

## **3. Sealed Shipments**

Ordinarily, Transportation Providers will not accept liability for shortages unless there is physical evidence of unauthorized entry into the freight vehicle while it was in the possession of the Transportation Provider. The Transportation Provider will require that shortage claims be supported by seal records and actual loading and unloading records. Even in connection with shipments for which the driver performed the freight count, if the seal was intact upon delivery, any shortage claim is likely to be declined unless there is physical evidence of unauthorized entry into the freight vehicle while it was in the possession of the Transportation Provider.

However, Customers agree that the seal on a trailer or container may be broken if the Transportation Provider determines that it is reasonably necessary to do so to inspect, reposition, or protect the cargo or the transportation equipment, or to comply with federal, state, municipal, or provincial laws, rules, and regulations. The consignee may not refuse delivery of a shipment solely because the seal on the container or trailer is broken.

## **C. Consequences of Misapplication of Rates or Misdeclared Shipments**

If it is determined that the commodities actually tendered to CARRIER are not those described in the shipping instructions, the Customer must pay the transportation rates and all per diem and other charges based upon the commodities actually shipped. Misdeclared shipments also include shipments tendered for movement under a rate quote that does not apply to that shipment and empty containers tendered for movement as loaded.

In addition to all other charges that may apply to or assessed against that shipment, and without limiting other remedies available to it, CARRIER may assess a \$1,000 administrative charge for each misdeclared shipment in addition to any additional charges or penalties assessed by the Underlying Transportation Providers in connection with the misdeclared shipment.

Shipments of hazardous materials, restricted commodities or prohibited commodities that are not declared as such are subject to additional charges by the Intermodal

Carriers. See Item 1 (Governing Publications) herein for the list of Intermodal Circulars which will provide additional information related to this issue.

#### **D. Commodity Descriptions**

Shipper must provide detailed and accurate descriptions of commodities. Descriptions such as “FAK (Freight All Kinds),” “SLAC (Shippers Load and Count),” chemicals, household goods, sporting goods and consolidated cargo are not acceptable. Failure to provide accurate and detailed descriptions may result in delays, additional accessorial and related costs, and other undesired consequences.

When the CARRIER or an Underlying Transportation Provider reasonably determine that the Shipper has misdeclared or misdescribed the freight, neither CARRIER nor the Underlying Transportation Provider(s) will have any liability for any loss or damage to that freight that in any way results, directly or indirectly, from such misdeclaration or misdescription, or that could have been avoided had such freight been accurately and completely declared or described.

#### **E. Restricted and Prohibited Commodities**

Rail carriers have specific rules regarding the type of freight that they will not carry (i.e., prohibited commodities) as well as additional documentation necessary for shipping of restricted commodities. These rules are specified in detail in the Intermodal Circulars. See Item 1 (Governing Publications) herein for the list of Intermodal Circulars which will provide additional information related to this issue

Any commodity that is prohibited by the rail carriers for transportation is also prohibited for intermodal or highway transportation arranged by CARRIER. Prohibited commodities include, but are not limited to, hazardous wastes, garbage, explosives, metal coils, scrap metal, and commodities that would reasonably be expected to contaminate or otherwise render the trailer or container unsuitable for future shipments.

Any commodity that is classified as “restricted” by the rail carriers is also considered “restricted” for intermodal or highway transportation arranged by CARRIER and subject to special procedures in order to be eligible for transportation. Restricted commodities include, but are not limited to, bulk commodities, rolled paper, metal banding, dense metal items, rubber shavings, tire fabric, and over-dimension loads.

Shipper must review the list of restricted and prohibited commodities in the Intermodal Circulars and rules specific to the handling and intermodal transportation of restricted commodities. Failure of Shipper to disclose to CARRIER the presence of restricted commodities, or to fail to comply strictly with the requirements and procedures as set forth herein and in the Intermodal Circulars for transporting restricted commodities, will relieve CARRIER and Underlying Transportation Provider of any liability for loss or damage directly or indirectly caused to or by the restricted commodities.

CARRIER and the Underlying Transportation Provider are not liable for loss or damage directly or indirectly arising out of Shipper tendering prohibited commodities to CARRIER.

The Shipper will be responsible for and will defend, indemnify and hold harmless CARRIER and the Underlying Transportation Provider for any liabilities, costs and expenses arising out of Shipper's (a) failure to properly declare any restricted commodity; (b) failure to comply strictly with the requirements for transporting restricted commodities; or (c) tendering of any prohibited commodity for transportation. Such costs may include, but may not be limited to, costs to repair, restore and decontaminate any container or chassis used to transport any restricted or prohibited commodity, and any penalties or charges assessed by any Transportation Provider.

## **ITEM 50 CARGO CLAIMS**

Cargo Claims for loss, damage or shortage must be filed in writing against CARRIER within nine (9) months after the delivery of the property, except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Claims must be submitted with supporting documents reflecting the loss, damage or shortage. When claims are not filed within the prescribed nine (9) month time limit, such claims shall be barred and not paid.

Any lawsuits for cargo claims shall be instituted against CARRIER no later than two (2) years and one (1) day from the day when written notice is given by CARRIER to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, CARRIER shall not be liable and such cargo claims will not be paid.

## **ITEM 52 MAXIMUM WEIGHT**

The maximum allowable weight for shipments moving on CARRIER trailers is 46,300 lbs. For 53 foot rail containers, the maximum weight is 43,500 lbs. .

The weight of the freight must be evenly distributed in the container or trailer, and the freight should be restrained adequately to prevent it from exerting excessive pressures against doors, walls, or ends of the trailer or container which may cause their failure. The loaded weight must not exceed the limit set forth in the equipment manufacturer's plates.

The Shipper is responsible for complying with the Intermodal Safe Container Act and all applicable state and local requirements regarding shipment weights, including foregoing and applicable weight limitations per axle.

Neither CARRIER nor Underlying Transportation Provider will be responsible for any weight violation in connection with intermodal transportation. The Shipper will be responsible for all costs arising out of the overweight condition of the equipment, including but not limited to, fines or penalties charged by a governmental authority, repair of damaged equipment, storage, transload services, and loss or damage to freight.

Any charges for reworking or transloading over-weight loads will be charged to the party responsible for paying freight charges.



## **ITEM 55      FORCE MAJEURE**

CARRIER and any Underlying Transportation Provider will be excused from performing shipping obligations if CARRIER or the Underlying Transportation Provider is prevented or delayed by force majeure conditions beyond the reasonable control of the CARRIER or the Underlying Transportation Providers, including fire or explosions; lockouts, strikes, slowdowns, labor shortage or disturbances; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters; war, insurrection, terrorism or riots; acts of the public enemy; acts of governmental authority; embargo; congestion or service issues affecting the Transportation Providers; and epidemics or quarantine restrictions.

## **ITEM 60      RECONSIGNMENT OR DIVERSION**

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

### **A. Definition:**

1. A change in the name and address of the consignee/consignor, for the purpose of additional stop off or pick up. (If being returned to the consignor, see Item 65 (Refused Delivery)).
2. A change in the final destination. (Not including continuous moves, round trips, or returns to the original consignor).
3. Any other instructions given by consignor, consignee or owner necessary to effect changes in delivery destinations.

### **B. Conditions:**

Only entire shipments scheduled for delivery to one consignee may be reconsigned. No partial unloading is permitted.

### **C. Charges for Truckload:**

1. The rate per mile will apply from the origin to the new final destination via the point of reconsignment.
2. In addition to the rate per mile, a charge of \$125.00 will apply per occurrence.
3. A stop-in-transit charge shall apply if the driver arrives at the original consignee prior to notification of the reconsignment.

### **D. Charges for Intermodal**

Reconsignments involving intermodal movement will be subject to a \$150 charge plus applicable linehaul and/or rail charges from the reconsignment point to the new destination.

## **ITEM 62      REDELIVERY**

When a shipment is tendered for delivery, and due to no fault of the participating CARRIER, delivery cannot be accomplished, then rates from participating CARRIER's

terminal or any other designated facility to destination will be calculated using USA Truck, Inc. Matrix Rates with a minimum charge of \$195.00 per vehicle per shipment. Applicable detention or drayage charges may apply with intermodal transportation.

For each time the Carrier returns to attempt redelivery of the shipment Customer requesting a drop and hook delivery is responsible for unloading inbound loaded equipment within 24 hours. If empty equipment is not available for drop and hook, a redelivery charge will apply.

#### **ITEM 65      REFUSED DELIVERY**

After notification to the consignor, if a load is refused for unloading, a charge of \$75.00 per hour or fraction thereof, will apply, subject to a minimum charge of \$150.00 per shipment and a maximum of \$650.00 per calendar day.

#### **ITEM 68      RETURNED SHIPMENT**

Shipments, which have been rejected or refused at destination, or which for other reasons CARRIER is unable to deliver at destination, will upon instructions from the Shipper be returned to the original point of shipment. Charges for the movement from the original destination point to the original origin point of shipment will be the reverse charges published in the tariff. A stop-in-transit charge shall apply in addition if the driver arrives at the original consignee prior to notification. A minimum charge of \$1.35 per mile will apply per returned shipment \$700 minimum charge. For Intermodal shipments, Customer must contact the USA Intermodal Division at 888-649-6952 for a new rate from original destination to original origin.

#### **ITEM 70      VEHICLE FURNISHED-NOT USED**

When a Shipper requests a vehicle for loading for truckload transportation, and CARRIER dispatches a vehicle for that purpose, and Shipper does not use vehicle, a charge of \$1.95 per mile will apply. This rate is for all miles traveled from point of dispatch to point of Shipper location for each vehicle ordered but not used. This rate is subject to a minimum of \$500.00.

When a Shipper requests a vehicle for loading for intermodal transportation, and a vehicle is dispatched for that purpose, and Shipper does not use the dispatched vehicle, a charge of \$175 will apply and the Shipper will also be subject to any related drayage costs, detention charges, and misuse fees.

No charge will apply to loads cancelled six (6) hours prior to scheduled pickup.

#### **ITEM 72      NO EQUIPMENT AVAILABILITY GUARANTEES**

Unless otherwise agreed to in writing and signed by an authorized CARRIER representative, CARRIER reserves the right to refuse any shipment based on equipment availability. In addition, CARRIER reserves the right to adjust Customer's published intermodal rates to correlate with and to the same extent as any surcharge imposed by any Intermodal Carrier.

## **ITEM 75 PROTECTIVE SERVICES**

CARRIER does not operate climate-controlled equipment.

### **A. Freezable Commodities**

Notwithstanding notations made on the bill of lading or other shipping documents if the Shipper tenders commodities, which are freezable, or which could be damaged by exposure to cold temperatures, CARRIER will not be liable for damages resulting from such freezing exposure.

### **B. Protection from Heat**

CARRIER does not provide refrigerated trailers. Notwithstanding notations made on the bill of lading or other shipping documents if the Shipper tenders commodities susceptible to damages by heat, CARRIER will not be liable for any such damages.

## **ITEM 80 PAYMENT OF CHARGES - CURRENCY**

Unless otherwise specifically provided, all rates, charges, or other amounts are stated as U.S. currency and all rates, charges, or other amounts are payable to CARRIER in lawful money of the U.S.

## **ITEM 82 PRESENTATION OF FREIGHT BILL AND PAYMENT OF CARRIER'S FREIGHT INVOICE**

CARRIER shall invoice the Customer in accordance with such charges and Customer shall make payment thereof within fifteen (15) days from the date of invoice, provided Customer has established credit with CARRIER. Otherwise, payment is due at time of pickup (for prepaid payment terms), or at time of delivery (for collect payment terms).

Freight charges that are not paid within the credit period shall be subject to a late payment penalty of seventeen percent (17%) of the unpaid amount plus all costs of collection.

## **ITEM 85 OFFSET OF OVERCHARGE & LOSS & DAMAGE CLAIMS**

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

## **ITEM 88 OVERCHARGE / UNDERCHARGE CLAIMS**

Any claim or action at law by Carrier to recover undercharges alleged to be due hereunder, and any claim or action at law by Customer to recover overcharges alleged to be due hereunder, shall be commenced not more than 180 days after the date of the original freight bill for the shipment with respect to which such undercharges or overcharges are claimed. Failure to submit a claim challenging initial charges within said one hundred and eighty (180) day period shall forever bar any action at law for

recovery of the same. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this Agreement shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.

#### **ITEM 90 PROOF OF DELIVERY**

Upon the request of the Customer, a copy of the bill of lading shall accompany each freight bill at a fee of \$15.00 per bill. When either consignor or consignee (or agent other than consignor or consignee) request additional copies, such bills of lading shall be available for \$15.00 each, paid in advance.

#### **ITEM 92 CANADIAN BORDER CROSSING**

All shipments between Canada and the United States will be assessed an additional Border Processing Fee of \$250.00 per crossing, in addition to all other applicable charges.

#### **ITEM 95 HAZARDOUS MATERIALS**

CARRIER will accept shipments of hazardous materials or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation. When the Shipper requests CARRIER transport hazardous materials or substances, a charge of \$225.00 will apply for each occurrence.

CARRIER must be notified of hazardous products at the time of load tender. Failure of the Shipper to disclose to CARRIER the presence of hazardous materials or failure to comply strictly with the requirements for transporting hazardous materials, either via road or rail, will relieve CARRIER and any Underlying Transportation Provider of any liability for loss or damage directly or indirectly caused to or by the hazardous materials. The Shipper will be responsible for and will defend, indemnify, and hold harmless CARRIER and the Underlying Transportation Providers for any liabilities, costs and expenses arising out of the Shipper's failure to properly declare the presence of hazardous materials or to comply strictly with the requirements for transporting hazardous materials. Furthermore, any hazardous materials found to have been misdeclared may be warehoused at the Shipper's risk and expense or destroyed without compensation. In addition to all other charges that may apply to that shipment, the Shipper will be responsible for any penalties or charges assessed by the Transportation Providers arising out of the Shipper's failure to comply with hazardous materials requirements.

#### **ITEM 98 SHIPPER LOAD AND COUNT**

Except as otherwise provided herein or in individual tariffs making reference to this tariff, the following provisions governing "SHIPPER LOAD AND COUNT", must appear on bill of lading or shipping document. Consignee or consignee's agent's signature for receipt of shipment shall (unless otherwise noted) be deemed to represent that seal numbers

coincide with seal numbers identified by Shipper as the seals placed on CARRIER's vehicle by Shipper, and that seals were intact when CARRIER's vehicle was tendered to consignee for unloading.

## **ITEM 100 RAILROAD PROHIBITED AND RESTRICTED COMMODITIES**

Each rail carrier maintains a list of commodities deemed as prohibited (not allowed) or restricted (allowed under certain conditions). The degree of restriction and prohibition may vary from rail carrier to rail carrier and is outlined within each rail carrier's Intermodal Circular. Nothing herein relieves the Shipper of their responsibility to determine whether a commodity is designated as prohibited or restricted in the Intermodal Circular of the transporting railroad(s).

Penalties for attempting to transport prohibited commodities by rail carrier, or transporting restricted commodities without implementing the necessary administrative and operational requirements as outlined by the rail carrier(s) in their Intermodal Circular will be subject to the penalties outlined by the rail carrier(s) in their Intermodal Circular. The list of articles within each circular is subject to change at the discretion of the rail carriers. For the complete list of prohibited and restricted shipments for each railroad, please see the following Items and Appendices in their Intermodal Circulars.

### **Intermodal Circular Series**

#### **BNSF - Rules and Policy Guide**

Appendix B: Prohibited and Restricted Shipments

[http://www.bnsf.com/customers/pdf/2008\\_Intermodal\\_R\\_and\\_PG.pdf](http://www.bnsf.com/customers/pdf/2008_Intermodal_R_and_PG.pdf)

#### **Canadian National - CN 6800**

Item 3000 International, Transborder and Domestic Restrictions

<http://ecprod.cn.ca/ebusiness/eDistribution/english/public/PriceDocumentDisplay>

#### **Canadian Pacific - Tariffs 1, 3 and 8**

<http://www8.cpr.ca/cms/English/Customers/Existing+Customers/Freight/default.htm>

#### **CSX Intermodal - Service Directory No. 1**

Items 6.7 Prohibited Articles/Commodities and 6.8 Restricted Articles/Commodities

<http://www.csxi.com/share/csxicustomer/main/docs/servdirectory1csxt-REF25439.pdf>

#### **Florida East Coast (FEC) - Intermodal Directory**

Item 100 Articles/Commodities Restricted Under FAK Prices

<http://www.fecrwy.com/IntermodalServices.aspx>

#### **Kansas City Southern (KCS) - Rules Circular 9011**

Item 150 Commodities Not Accepted Under this Publication

<http://www.kcsouthern.com/en-us/Customers/Pages/PricingandRulesPublications.aspx>

#### **Norfolk Southern - Rules Circular #2**

Appendix B: Restricted/Forbidden Commodities Tables

[http://www.nscorp.com/nscintermodal/Intermodal/Rules\\_Circular/intermodal\\_rules\\_circular.pdf](http://www.nscorp.com/nscintermodal/Intermodal/Rules_Circular/intermodal_rules_circular.pdf)

#### **Union Pacific - Master Intermodal Transportation Agreement (MITA)**

Item 520-I Prohibited & Restricted Articles

<http://c02.my.uprr.com/wtp/pricedocs/MITA2BOOK.pdf>