

SUMMARY OF EXTENDED SERVICES

(AS DEFINED IN RULES TARIFF USA 100 EFFECTIVE JANUARY 1, 2018)

Item	Subject	Description
12	BILLING AND PAYMENT OF FREIGHT INVOICES	If Customer has established credit with USA Truck, payment is due within 30 calendar days of invoice date. Charges not paid within such applicable period shall be subject to a late payment fee of 1.5% of the total freight bill outstanding for each 30 day period or fraction thereof, plus all costs of collection.
41	DETENTION – WITH POWER	\$75 per hour or fraction thereof beyond 1.5 hours (90 minutes) free time. Maximum of \$650 per day for single drivers and \$1300 per day for team drivers.
42	DETENTION – WITHOUT POWER	No free time is provided for “In Transit” loads. A storage charge of \$50 per trailer, per 24 hour period (or fraction thereof) for seven days shall apply. Thereafter, a storage charge of \$200 per 24 hour period or fraction thereof shall apply. No exclusion shall apply for weekends or holidays.
43	LAYOVER	\$650 per 24 hour period. If after arrival at the point of loading or unloading USA Truck is required by the Consignor, Consignee, or agent of same to load or unload at a later date Layover charges will apply in addition to all other applicable charges but shall not apply concurrently with Item 41 Detention – with Power.
44	DRIVER LOAD/UNLOAD/ASSIST/LUMPER SERVICE	Shipper and/or consignee shall be responsible for loading and unloading trailers. Shipper and/or consignee shall be responsible for arranging and paying for any lumper service.
45	TEAM SERVICE / EXPEDITED SERVICE	Additional charge of \$0.28 per mile for Team Service or Expedited Service.
46	EQUIPMENT ORDERED - NOT USED	\$1.65 per mile for all miles traveled from point of dispatch to point of shipping location for each Vehicle ordered and not used. Minimum charge of \$125. No charge will apply to loads cancelled twelve (12) hours or more prior to scheduled pickup.
47	SPOTTING/DROPPING EQUIPMENT	\$150 Per trailer/container. Charge will apply for a spotted or dropped trailer/container at either the Consignor or Consignee.
48	RECONSIGNMENT OR DIVERSION	\$125 plus the rate per mile from origin to the new final destination via point of reconsignment. If no negotiated rate from the point of origin to the point of new destination exists, a rate will be agreed to in writing prior to the reconsignment or diversion. Customer must provide a corrected BOL prior to the reconsignment or diversion.
49	REDELIVERY	Rates from USA Truck’s terminal or any other designated

		facility to destination will be assessed \$1.65/mile for miles incurred with a minimum charge of \$195 per Vehicle per each redelivery attempt. After third failed attempt, the shipment will be moved to a public storage facility. Subject to Returned Shipment accessorial. Subject to Item 41 – Detention – With Power
50	RETURNED OR UNDELIVERABLE SHIPMENT	Subject to negotiated Customer rates. If a rate does not exist, a rate will be agreed to in writing prior to the load being returned.
51	REWORK	Shipper or consignee is responsible for all rework and associated costs. Charges for reworking or transloading overweight loads will be assessed to Customer including scale tickets and miles at \$1.65 to the nearest scale house. Any overweight tickets will be the responsibility of Shipper.
52	STOP IN TRANSIT	1 st stop - \$75; 2 nd stop - \$100; 3 rd stop and thereafter - \$150. Initial pickup and final destination are excluded. Subject to Item 41 – Detention with Power
53	LOCAL HOURLY CHARGE	\$75 per hour with a four (4) hour minimum. Local hourly charge applies from USA Truck's terminal to Customer's facility and return to USA Truck's terminal.
54	EXCESS/OUT OF ROUTE MILES	A charge according to the prevailing rate per mile.
55	JOB SITE DELIVERY	A charge of \$250 per occurrence.
51	EMPTY MILES OR REPOSITIONING	\$1.65 per miles plus applicable fuel surcharge for empty or out of route miles with a \$200 minimum charge
52	DUNNAGE REMOVAL	A \$250 charge plus \$1.65 per mile to the point of disposal will apply when USA Truck must dispose of dunnage used in securing the shipment for transport. Disposal charges will be a pass through to the customer.
53	CONGESTED AREA DELIVERY CHARGE	\$750 on all shipments originating from, destined to or going through the New York City area (zip codes: 100-104, 110-119) and Atlanta, Georgia area (zip codes: 289, 300-303, 305, 311, 399)
54	IN BOND CHARGE	\$200 per shipment per crossing moving in bond.
55	CANADIAN AND MEXICO BORDER CROSSING	\$250 per crossing.
56	SEIZURE/IMPOUNDMENT	Subject to applicable detention charges.
57	NON-PERMITTED USE OF EQUIPMENT	A charge of \$250 per trailer per day for each occurrence plus other applicable accessorial.
58	PALLET EXCHANGE	USA Truck will not participate in a pallet exchange. Pallet exchange is the responsibility of the Shipper and/or consignee.
59	MINIMUM CHARGES	Unless otherwise negotiated, \$800 minimum charge per Vehicle used except the destination states of TX, which shall have a minimum charge of \$900, and CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, and VT, which shall have a minimum charge of \$1,150.



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60	<small>usa-truck.com</small> HAZARDOUS MATERIALS	USA Truck will not haul Hazmat (any load requiring placards).
61	PROOF OF DELIVERY	Upon Customer's request, a copy of the bill of lading shall be provided at no cost. Additional copies of such bills of lading shall be available for \$25, paid in advance. If proof of delivery is requested and a bill of lading or delivery receipt is not available, USA Truck will provide alternate proof of delivery, including, without limitation: (i) a bill of lading, receipt, or other proof of delivery form or document issued for such shipment; (ii) proof of payment to Customer from its customer or consignee for the cargo or receipt of the goods into the consignee's warehouse, plant, or possession; or (iii) satellite tracking of the cargo through available third-party equipment tracking systems.
62	WEIGHT VERIFICATION	\$25 for each time weighed plus \$1.65 per mile if truck must return to facility, subject to a \$50 minimum charge, plus applicable fuel surcharge, plus applicable detention with power charges. Scale fees will be a direct pass-through to the customer.
63	MISCELLANEOUS	Miscellaneous charges (i.e., charges not identified elsewhere herein) will be determined at time of occurrence.
100	FUEL SURCHARGE	Charges established by the Fuel Index Prices furnished on Mondays from the Department of Energy. USA Truck's fuel surcharge addendum will apply unless other amounts have been established by USA Truck with Customer.



GENERAL CARRIAGE RULES
GOVERNING TRANSPORTATION SERVICES PROVIDED BY
USA TRUCK, INC.
ASSET SERVICE ONLY
(HEREINAFTER REFERRED TO AS THE "RULES TARIFF")
MC# - 161412

ISSUED BY:
USA Truck, Inc.
3200 Industrial Park Road
Van Buren, AR 72956

For explanation of abbreviations and reference marks, see Item 3.

USA Truck, Inc.
3200 Industrial Park Road
Van Buren, AR 72956
(479) 471-2500

Effective: January 1, 2018



ITEM 1 GOVERNING PUBLICATIONS

Mileage Guide ALK Technologies, Inc. (most recent version of PC Miler, Practical Miles)
 Classification National Motor Freight Traffic Association, Inc.

ITEM 2 LIST OF PARTICIPATING SERVICE DEPARTMENTS

The USA Truck’s service departments participating in this Rules Tariff include but may not be limited to the following:

<u>Service</u>	<u>SCAC Code</u>
USA Truck, Inc. asset service	USIT
USA Truck, Inc. dedicated operations	USAD

ITEM 3 DEFINITIONS

The following terminology used within this Rules Tariff shall be defined as follows:

Bill of Lading: The document signed by USA Truck evidencing the receipt of goods for transportation hereunder. In the event that the terms and conditions on a bill of lading conflict with, or purport to add to, the provisions of this Rules Tariff, the provisions of this Rules Tariff shall control.

Charges: May include one or more of the following: line-haul or accessorial charges or fuel surcharge(s)

Customer: Any party for whom USA Truck, or its contractors on behalf of USA Truck, performs services.

Party/Parties: USA Truck, Customer, and/or Shipper may also herein be referred to individually as “Party” and collectively as the “Parties”

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.

USA Truck: USA Truck, Inc., including all departments outlined in Item 2: Participating Service Departments.

Used Cargo: Includes, but is not limited to, commodities tendered to USA Truck for transportation hereunder which have been rebuilt, reconditioned, remanufactured, refurbished, or repurposed.

Vehicle: Any combination of tractor and semi-trailers and full trailer that moves as a unit propelled or drawn by one (1) power unit.

ITEM 4 BILL OF LADING; RULES TARIFF PRECEDENCE OVER THE TERMS OF A BILL OF LADING

A shipping receipt, bill of lading, or comparable document in a generally accepted form will be issued for each shipment, but the absence or loss of said document, in and of itself, shall not relieve a Party of its obligations or responsibilities hereunder with respect to any shipment. Drivers transporting freight for or on behalf of USA Truck are not authorized to bind USA Truck to the terms and conditions of any other bill of lading and any said driver's signature on a bill of lading, delivery receipt, or any other shipment documentation shall not alter the terms or provisions of this Rules Tariff. Any bill of lading used as a shipping document shall act only as a receipt of the property being transported. The terms and conditions of any shipping documentation, including but not limited to a shipping receipt, bill of lading, manifest, or comparable documents, governing the transportation of property by USA Truck shall be subject to the provisions of this Item 4 and shall be of no effect.

ITEM 5 APPLICATION OF PROVISIONS

This Rules Tariff contains the standard terms and conditions for transportation services to be provided by USA Truck, a Delaware corporation, doing business as USA Truck and/or USAT Logistics. This Rules Tariff is not filed with any government agency. It is maintained in USA Truck's office and copies are available by contacting USA Truck at the address above or may be obtained from our website at <http://www.usa-truck.com>. This Rules Tariff supersedes all prior tariffs applicable to the transportation services to be provided hereunder and is subject to amendment without prior notice by USA Truck. This Rules Tariff shall be applicable to, and shall govern, all asset based transportation services provided by USA Truck, except to the extent: (1) prohibited by applicable law; or (2) as expressly agreed by USA Truck and its Customer or the Shipper in writing.

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

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

In the event of a conflict between the provisions hereof and the provisions of the fully executed Shipper contract, the provisions of the Shipper contract will prevail. In the event of a conflict between the provisions of any bill of lading, trip contract, load confirmation sheet, or other shipping document used hereunder and the provisions hereof, the provisions of this Rules Tariff shall govern.

ITEM 6 GOVERNING LAW

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

Unless prohibited by law or unless expressly agreed otherwise by USA Truck in writing with a specific negative reference hereto, for all matters arising hereunder, jurisdiction and venue shall lie solely in the Circuit Court of Crawford County in Van Buren, Arkansas. By tendering freight hereunder, or otherwise engaging USA Truck to provide transportation services hereunder, Customer and/or Shipper irrevocably consent to the exclusive jurisdiction and venue of the courts sitting in, or having principal jurisdiction over Crawford County, Arkansas, and irrevocably waive all removal and transfer rights therefrom, as well as all objections related to venue, jurisdiction, and/or forum non conveniens.

ITEM 7 NOTIFICATIONS OF OTHER INVOLVED PARTIES

Except as otherwise agreed to in writing by an authorized representative of USA Truck, by tendering freight to USA Truck, Shipper represents and warrants that it will notify all persons or entities involved in the transportation of the freight, including but not limited to 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 this Rules Tariff shall apply to the transportation of tendered freight. To the fullest extent allowed by law, in tendering freight to USA Truck, all such persons and entities shall be conclusively presumed to have agreed to the notification and all other requirements outlined herein.

ITEM 8 AMENDMENTS, REPLACEMENTS, OR CANCELLATIONS TO THIS RULES TARIFF

USA Truck may change, amend, or cancel the terms and conditions of this Rules Tariff from time to time without advance notice by posting the revised Rules Tariff on USA Truck's website at www.usa-truck.com and/or affiliated websites. Shipper and Customer are hereby advised that the terms, conditions, charges and services on the date of tender of the shipment shall apply and Customer and/or Shipper shall have a continuing obligation to obtain and be aware of the version of this Rules Tariff in effect on the date of tender. The current version of this Rules Tariff may be obtained from USA Truck's website at www.usa-truck.com. Shipper and/or Customer may also request a copy of this Rules Tariff from USA Truck. If printed, this Rules Tariff is an uncontrolled document.

ITEM 11 CURRENCY OF PAYMENT

All rates, charges, or other amounts listed herein are stated in, and shall be payable in, U.S. funds.

ITEM 12 BILLING AND PAYMENT OF USA TRUCK’S FREIGHT INVOICE

USA Truck may, in its sole discretion, relinquish possession of freight prior to payment of USA Truck’s charges provided USA Truck is satisfied that such charges will be paid within the credit period provided herein. Freight bills will be provided to Customer by either mail or email. Other methods of billing will not be considered without a formal written agreement executed by an officer of USA Truck. If USA Truck is not provided a correct or updated email or billing address on USA Truck’s credit application form which results in invoices not being received, Customer is still liable to pay within the terms herein as though the invoice was received. Additional rebilling due to incorrect email or billing addresses shall be subject to a \$25 rebill fee.

Unless otherwise agreed to in writing by an authorized representative of USA Truck, USA Truck’s invoiced charges shall be paid within thirty (30) calendar days from the date of invoice provided Customer has established credit with USA Truck. Freight charges not paid within the credit period shall be subject to a late payment fee equal to 1.5% of the total freight bill for each 30 day period (or fraction thereof), from the date of USA Truck’s invoice until payment is received as well as all costs of collection.

ITEM 13 APPLICATION AND METHOD OF DETERMINING RATES; CONDITIONS OF ACCEPTANCE

Unless otherwise agreed upon in writing by USA Truck, total charges per shipment, exclusive of accessorial charges, shall 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 for all shipments tendered for transportation hereunder shall be calculated using the most recent version of PC*Miler, Practical Miles subject to Item 59 Minimum Charges.

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); and (9) State to state.

Rates which apply for the account of a named Customer or Shipper will not be applied to a successor in interest to the Customer or Shipper until USA Truck has been notified in writing of the change of ownership and agrees in writing signed by an officer of USA Truck.

ITEM 14 PRECEDENCE OF PRICING- PRECEDENCE OF PAYING PARTY

When pricing is applicable for more than one (1) party on a freight bill (e.g., consignor, consignee or third party), the pricing applicable for the payor of the freight charges shall 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.

ITEM 15 PRECEDENCE OF PRICING- 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 shall 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 herein above, any otherwise account specific tariff pricing will apply.
4. If no pricing is applicable through application herein above, any otherwise applicable general tariff pricing will apply.

The provisions of this Rules Tariff apply to all transportation and related services performed by USA Truck, or its contractors, except as otherwise agreed to in writing by an officer of USA Truck.

ITEM 16 NO COLLECT ON DELIVERY (C.O.D) SHIPMENTS

USA Truck will not accept collect on delivery shipments. Any shipments identified as C.O.D. shall be rejected by USA Truck or will be serviced in accordance to standard shipments without C.O.D requirements.

ITEM 17 OVERCHARGE , UNDERCHARGE, AND DUPLICATE PAYMENT CLAIMS

Any claim or action at law by USA Truck to recover undercharges alleged to be due hereunder, and any claim or action at law by Customer to recover overcharges or duplicate payments alleged to be due hereunder, shall be commenced not more than 180 days after the date of the original freight bill for the shipment with respect to which such undercharges, overcharges, or duplicate payments are claimed. Failure to submit a claim within said one hundred eighty (180) day period shall forever bar any action at law for recovery of the same. Any action at law by either Party to collect alleged undercharges, overcharges, or duplicate payment under the terms of this Rules Tariff shall be commenced not later than eighteen (18) months after delivery of the 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 18 OFFSET OF OVERCHARGE & LOSS & DAMAGE CLAIMS

Customer and/or Shipper shall not offset the amount of any claim for cargo loss or damage or the amount of any claim for overcharge or duplicate payment related to a freight bill against USA Truck's unpaid freight bills (including linehaul charges, fuel surcharge, accessorial charges, or any other charges by USA Truck hereunder).

ITEM 19 CANCELLATION OF/CORRECTION TO SHIPPING INFORMATION/INSTRUCTION

Shipper may cancel a shipment any time before the USA Truck Vehicle is dispatched for pick-up. A cancellation request must be submitted sufficiently in advance to allow USA Truck to notify the USA Truck's driver of the cancellation before they are dispatched to the origin location.

A request to change the origin must be received sufficiently in advance to allow USA Truck to inform the driver before dispatch to the original origin. After arriving at the origin point, additional charges shall apply to dispatch USA Truck's driver to a different origin point.

Charges, including but not limited to applicable drayage charges, reconsignment or diversion charges, and charges for Vehicles ordered but not used, 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. USA Truck will not be liable if its attempts to cancel a shipment or implement corrections are unsuccessful. 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 USA Truck in connection with cancellation of the shipment or changes in shipment movement information.

ITEM 20 SPECIFIC ROUTING

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

ITEM 21 NO EQUIPMENT AVAILABILITY GUARANTEES

Unless agreed to in writing signed by an officer of USA Truck, USA Truck reserves the right to refuse any shipment based on equipment availability. USA Truck is not obligated to perform accessorial services.

ITEM 22 IMPRACTICABLE OPERATIONS; FORCE MAJEURE

Any non-performance of its obligations outlined herein by USA Truck shall be excused to the extent said non-performance is caused by force majeure conditions beyond the reasonable control of said Party(ies), including but not limited to fire or explosions, lockouts, strikes, labor shortage or disturbances, acts of God, including floods, tornadoes, earthquakes, unusually severe weather and natural disasters, war, insurrection, terrorism and/or acts of terrorism, riots, acts of the public enemy, acts of governmental authority, embargo, congestion or service issues affecting USA Truck, and epidemics or quarantine restrictions.

ITEM 23 EXCLUDED COMMODITIES

Shipments consisting of commodities in bulk, household goods or any commodities requiring placarding, shall not be tendered to USA Truck for transportation under this Rules Tariff. All other commodities tendered to USA Truck are subject to denial, at USA Truck's sole discretion, based upon packaging and/or quantity(ies). Any exceptions to this Item 23 must be approved in advance in writing by an officer of USA Truck.

ITEM 25 USA TRUCK LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE

USA Truck shall not be liable for any injury (including but not limited to death) to persons or damage to property, including loading docks, facilities or other property, that arises out of the negligence or willful misconduct of third party(ies) in the course of the transportation services provided by USA Truck. USA Truck shall only be liable for personal injury (including death) or property damage to the extent that USA Truck's negligence or willful misconduct was the proximate cause of the damage.

ITEM 26 NO WARRANTY BY USA TRUCK AS TO SUITABILITY OF TRAILERS

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

ITEM 27 TRAILER POOL RESPONSIBILITY

If USA Truck establishes or participates in a trailer pool at the request or for the benefit of Customer, Shipper, consignee, or consignor, said Customer, Shipper, consignee, or consignor shall be responsible for all damages or losses relating to USA Truck's Trailer(s) (including any cargo loaded thereon) while said Trailer(s) is/are in said pool or otherwise on said Customer's, Shipper's, consignor's, or consignee's property or in such party's custody or control, except to the extent caused by the negligence of USA Truck's drivers, employees or agents.

ITEM 28 INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES

USA TRUCK SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREUNDER, REGARDLESS OF LEGAL THEORY OR WHETHER USA TRUCK WAS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

ITEM 30 CUSTOMER LIABILITY AND OBLIGATION

Customer, Shipper, consignee(s), consignor(s), or other third parties shall indemnify and hold harmless USA Truck from any claim, loss, liability, damages, costs, penalty, or expenses (including reasonable attorneys' fees) arising out of the negligence or willful misconduct of or breach of any obligation herein by Customer, Shipper, consignee, consignor, or other third parties or their respective agents, employees, contractors, or representatives.

ITEM 31 SUITABILITY OF PRODUCT TENDERED FOR TRANSPORTATION

Customer and/or Shipper represents and warrants that it shall comply with all applicable laws, rules and regulations, that product tendered for transportation under this Rules Tariff shall be suitably packaged for transportation by USA Truck and properly marked.

Notwithstanding any other provision of this Rules Tariff, Customer and/or Shipper agree(s) to indemnify USA Truck against any property loss, damage or injury, death or other liability, including fines, penalties, attorney's fees and related expenses, resulting from Customer's and/or Shipper's non-compliance with the obligations set forth in this provision.

USA Truck shall have the right, in its sole discretion, to refuse the tender of shipments which, in its sole discretion, are not prepared or packaged as required by law or are prepared or packaged in such a manner that they cannot, through the exercise of reasonable care, be transported from origin to destination of the shipment without damage.

ITEM 32 FOOD SECURITY

The following rules, procedures, and practices apply to Shipper and USA Truck when Shipper tenders to USA Truck food that is subject to the rules and regulations set forth in Subpart O, Part 1 of the Food Safety Modernization Act (§§1.900 through 1.934, as amended from time to time) ("Act").

DEFINITIONS: Unless otherwise stated herein, the definitions under the Act shall apply.

(1) Shipper – means “Shipper” as defined in the Act, as well as Shipper’s agents. The term “Shipper” shall specifically include any third-party or third-party location where USA Truck takes possession of food shipments. USA Truck shall not be considered a Shipper.

SHIPPER’S RESPONSIBILITIES: Shipper shall:

(1) Prior to the time of tender of shipment to USA Truck, specifically identify any shipment which contains food governed by the Act.

(2) Specify to USA Truck, in writing (including electronically) prior to the time of shipment tender, all necessary sanitary requirements for USA Truck’s Vehicle and transportation equipment, including, but not limited to, any design or workmanship requirements, as well as cleaning procedures necessary to ensure that the vehicles and equipment are in appropriate sanitary condition for transportation and suitable for their intended purpose. Shipper will be solely responsible for inspecting and determining that USA Truck’s Vehicles and transportation equipment meet all of Shipper’s requirements. Shipper shall reject any Vehicle or transportation equipment that does not meet Shipper’s requirements. By accepting and loading USA Truck’s Vehicles or transportation equipment, Shipper will have conclusively determined that such Vehicles and transportation equipment meets all of Shipper’s requirements.

(3) Shall not tender any shipments requiring temperature controls or related protections as USA Truck does not operate climate-controlled equipment. Regardless of whether notations are made on the bill of lading or other shipping documents, if the Shipper tenders commodities which could be damaged by exposure to cold or hot temperatures, USA Truck shall not be liable for damages resulting from such freezing or heat exposure.

(4) Load and/or unload (as the case may be) Vehicles or transportation equipment utilized in transportation operations, including appropriately packaging, isolating, and segregating food and/or non-food items contained within a shipment to prevent cross-contamination. Shipper will be solely responsible for ensuring that the shipment is loaded and or unloaded properly and that food and/or non-food items are appropriately packaged, isolated, and segregated. Shipper shall also be responsible for implementing and enforcing any hand washing requirements to protect food not completely enclosed by a container.

(5) While on its premises, store USA Truck’s Vehicles and transportation equipment in such a manner to prevent the harboring of pests or becoming contaminated in any other manner that could result in food for which it will be used becoming unsafe during transportation operations.

USA TRUCK’S RESPONSIBILITY: USA Truck assumes no greater responsibility than what the Act specifically requires of USA Truck applicable to the specific service type offered to Shipper, unless, and then only to the extent, USA Truck accepts greater responsibility under the terms and conditions of a fully executed Shipper contract signed by an officer of USA Truck. USA Truck shall:

(1) Supply and maintain Vehicles and transportation equipment that meets the requirements set forth in the Act.

(2) Provide adequate training to personnel engaged in transportation operations that provides awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the responsibility of USA Truck under the Act.

ITEM 33 SEALS

USA Truck and Shipper agree that a broken seal alone shall not be evidence of contamination or adulteration of a shipment.

ITEM 34 CUSTOMER AND/OR SHIPPER LOAD AND COUNT

Except as otherwise provided herein, the following provisions shall govern in situations in which Customer, Shipper, or consignor loads a shipment on USA Truck's trailer prior to the arrival of USA Truck's driver or where said Customer, Shipper, or consignor otherwise loads USA Truck's trailer without USA Truck's driver being present to participate in, or witness the loading of the shipment on USA Truck's trailer.

Where Customer, Shipper, or consignor, or the respective agent(s) of said party, loads USA Truck's Vehicle, said party shall affix seal or seals to USA Truck's vehicle. Seal number or numbers, along with notation " Shipper Load and Count", must appear on bill of lading or shipping document. USA Truck shall not be liable for cargo loss or damage for shipments notated as "Shipper Load and Count" unless damage is caused by the negligence of USA Truck. It shall be the claimant's burden to affirmatively prove such negligence by a clear preponderance of the evidence.

ITEM 35 CARGO CLAIMS & LIABILITY OF USA TRUCK FOR CARGO LOSS AND/OR DAMAGE

Except as otherwise provided herein, USA Truck's liability for cargo loss or damage, whether as a motor carrier or otherwise, shall be governed by this Rules Tariff and 49 USC 14706 et al. (the "Carmack Amendment"). In the event of a conflict, the terms and conditions of this Rules Tariff shall apply to the extent permitted by applicable law. Procedurally, all claims alleging cargo loss and/or damage shall be filed, investigated, processed, and disposed of in accordance with the Carmack Amendment and, to the extent not in conflict with the Carmack Amendment, 49 CFR Part 370 and shall be governed by the time limitations thereunder. When claims and lawsuits are not filed within the prescribed time limits, such claims and lawsuits shall be barred and waived by any and all claimants.

A written or electronic communication from the claimant, filed with USA Truck within the time limit specified herein and (1) containing facts sufficient to identify the shipment, (2) asserting liability for alleged loss or damage, and (3) making a claim for the payment of a specified or determinable amount of money, will be considered as sufficient to meet the requirements of filing the claim. Notations of shortage or damage on freight bills, delivery receipts, or other documents alone will not constitute sufficient documentation for claim filing purposes.



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RULES TARIFF – USA 100

USA Truck's liability does not begin until after the Shipper's and/or Customer's goods have been loaded on equipment owned or operated by USA Truck and accepted by USA Truck, USA Truck's driver has taken actual physical possession and control of the loaded trailer, and USA Truck's tractor and driver have transported the loaded trailer off Shipper's or Customer's property and onto the public roadway for immediate transportation to the destination. The loading of USA Truck's trailer at Shipper's or Customer's premises, signing of the bill of lading by USA Truck's driver, or other alleged acts of constructive delivery are not sufficient to initiate USA Truck's liability for cargo loss or damage hereunder.

Shortage in or damage to cargo, which could not have been determined at the time of delivery, must be reported by the consignee to the USA Truck within five (5) calendar days from the date of delivery. Failure to report such shortage or damage within such period shall result in a waiver by all claimants for such shortage or damage.

ITEM 36 DELAY(S) IN COMPLETING PICK-UP AND/OR DELIVERY

Unless agreed in writing signed by an officer of USA Truck, USA Truck shall not be bound to transport property in any particular vehicle or in a particular timeframe, other than to transport said property with reasonable dispatch. USA Truck makes no warranties, representations, or guarantees as to on-time pick-up or delivery unless agreed to in writing signed by an officer of USA Truck prior to the time of shipment tender.

Regardless of notations made on any bill of lading, load confirmation sheet, or other shipping documents, USA Truck shall not be liable for any damages of any type resulting from delivery delays, including, but not limited to, costs of shut-down, manufacturing delays, overtime, substitute transportation costs, fines, penalties, charge backs, or claims of any kind, regardless of the legal theory or whether USA Truck was notified of the potential for such damages. Customer's and/or Shipper's sole and exclusive remedy for any late pick-up(s) and/or delivery(ies) by USA Truck shall be to de-route USA Truck from hauling Customer's and/or Shipper's cargo.

ITEM 37 SALVAGE VALUE AND MITIGATION

The claimant of a cargo loss or damage claim shall, subject to the claimant's, Shipper's, consignee's and consignor's duty to mitigate damages, deduct from its claim for damages a reasonable salvage value.

ITEM 38 LIMITATIONS OF LIABILITY FOR CARGO LOSS OR DAMAGE BY USA TRUCK

USA Truck shall not accept corrected or substitute bills of lading or other shipment documentation, which purports to change the released or actual value of any cargo transported hereunder. USA Truck's liability for any cargo loss or damage shall be in strict accordance with the provisions of this Rules Tariff, and Customer and/or Shipper expressly acknowledge(s) that USA Truck shall have no liability for any cargo loss or damage pursuant to any other standard of liability. USA Truck shall not be liable for loss of or damage to property transported hereunder which is excluded from carrier liability under the Carmack Amendment and the Uniform Straight Bill of Lading.



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GENERAL LIABILITY LIMITATIONS –In no event shall USA Truck’s total liability for cargo loss or damage occurring within the contiguous United States or Canada exceed the least of the following, less any reasonable salvage value: (1) Invoice cost of damaged cargo, or the damaged cargo’s fair market value, whichever is less; or (2) Declared value on any shipment documentation; or (3) \$2.50 per pound of damaged cargo, if said cargo is new; \$0.10 per pound for cargo that is used, refurbished, remanufactured, rebuilt, or reconditioned; or (4) \$100,000.00 per container or trailer; unless special arrangements are made as outlined in Items 29 and 31 herein.

MEXICO LIABILITY EXCLUSION – Regardless of the fact that any shipment transported by USA Truck hereunder may be moved under a through bill of lading, USA Truck shall not be liable for any cargo loss or damage which occurs in Mexico nor for seal integrity, loss, damage, or destruction of shipments occurring at or across the U.S./Mexico border. For purposes of determining USA Truck’s liability for cargo loss and/or damage hereunder, all shipments either originating in or ultimately destined for a point in Mexico shall be deemed as either originating or terminating at the border crossing point in the United States and as shipments in Mexico, despite the issuance of a through bill of lading.

Pursuant to the authority of 49 U.S.C. Section 14101 (b) (1), USA Truck, Customer, and Shipper expressly waive any and all rights and remedies under the provisions of 49 U.S.C. Section 14706 (Motor) 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. Venue for any dispute covered by this item will be in the United States District Court for the Western District of Arkansas. Shipper and/or Customer shall look solely to the Mexican carrier(s) for any damages and/or recourse, should loss, damage, or delay occur in Mexico.

Title 49 cargo liability rights and remedies which are contrary to this Rules Tariff, or other cargo liability provisions contained herein, are hereby waived to the fullest extent legally permitted.

USED CARGO EXCLUSION - USA Truck generally declines to transport Used Cargo, regardless of the percentage or value of the cargo. Shipments containing Used Cargo shall be properly disclosed as such by Customer and/or Shipper prior to the tender of said shipment(s), and must be expressly and specifically approved in writing by USA Truck, when the order is booked and prior to pick-up by USA Truck.

Customer and/or Shipper shall be responsible for insuring proper packaging, loading, and securement of Used Cargo prior to transportation thereof by USA Truck, and shall be fully responsible for, and shall indemnify USA Truck from and against all liability and/or expense relating to fluid leakage, spillage, seepage, etc. or any other contamination caused by said Used Cargo. Any failure on the part of Customer and/or Shipper to disclose or declare cargo as “used” shall not alter the application of this Rules Tariff.

ITEM 39 OPTIONAL EXCESS CARGO LIABILITY BY USA TRUCK

USA Truck's standard rate quotations are premised upon the liability limitations for cargo loss and/or damage outlined in Item 38 herein and USA Truck's acceptance of shipments for transportation hereunder is conditioned upon such liability limitations. Except to the extent otherwise agreed in writing signed by an officer of USA Truck, Customer and/or Shipper may request a cargo liability limit from USA Truck in excess of the limits outlined in Item 38 above by doing both of the following:

1. Obtain USA Truck's specific written acceptance signed by an officer of USA Truck of the additional liability to be assumed by USA Truck prior to the tender of the applicable shipment; and
2. Pay appropriate additional charges to compensate USA Truck for such increased risk, which shall not, in any event, be less than \$100 for the applicable shipment.

Absent such prior signed agreement by USA Truck, USA Truck's maximum liability for cargo loss or damage shall not exceed the standard liability limits outlined in this Rules Tariff, regardless of the transportation rate charged for any shipment hereunder, and notwithstanding any contrary or conflicting entry, term, or provision contained in any bill of lading, other tariff, Customer or Shipper generated trip contract, load confirmation sheet, load tender document, or any other type or form of receipt or shipment documentation.

ITEM 40 ACCESSORIAL CHARGES – GENERAL

In addition to all other applicable charges related to a shipment hereunder, transportation services are subject to, and Customer and/or Shipper shall be responsible to pay for the following charges described in Items 41-100 for additional services. USA Truck will endeavor to provide notice to Customer and/or Shipper when accessorial charges are incurred by USA Truck, but unless otherwise agreed to by USA Truck in writing signed by an officer, USA Truck shall not be required to provide notice of any accessorial charges. USA Truck may provide notice of these charges by facsimile, EDI, e-mail, telephone or by website posting.

ITEM 41 DETENTION – WITH POWER

A charge of \$75.00 per hour or fraction thereof will apply after 1.5 hours of free time with a maximum of \$650 per day for single drivers and \$1300 per day for team drivers, in instances in which there is detention – with power.

USA Truck will use its reasonable best efforts to provide reasonable advance notification to Customer, Shipper, and/or consignee of the expiration of free time; however, notwithstanding this or any other provision of this Rules Tariff, said notification shall serve as a courtesy notification only, and shall not be a prerequisite for USA Truck to bill for, or collect, charges associated with detention-with power. For purposes of the calculation of charges owed to USA Truck under this Item 41, Customer and/or Shipper agree that the arrival and departure times indicated by the Global Position System (GPS) history of USA Truck's mobile communications system may be utilized by USA Truck.

ITEM 42 DETENTION –WITHOUT POWER

The provisions of this Item 42 shall apply when USA Truck’s vehicles without power units are delayed or detained on the premises of Customer, Shipper, consignor, or consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

- (1). Subject to equipment availability and upon request therefore by Customer and/or Shipper, USA Truck will spot empty or loaded trailers for loading or unloading on the premises of Customer, Shipper, consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (2). USA Truck’s responsibility for safeguarding shipments loaded on trailers spotted/dropped under this Item 42 shall begin when loading has been completed and possession thereof is taken by USA Truck. USA Truck’s responsibility for safeguarding shipments loaded on trailers spotted/dropped under this Item 42 shall cease when the trailer is spotted at or on the site designated by consignee.
- (3). Unless otherwise agreed upon by USA Truck , the detention charges due USA Truck shall be assessed against the payor of the freight charges, regardless of whether said detention charges are attributed to others who are not a party to the bill of lading.
- (4). Termination of spotting and notification: Customer, Shipper, consignor, consignee, or other party designated by them shall notify USA Truck when loading or unloading has been completed and the trailer is available and ready for pick-up. For purposes of this Item 42, the trailer shall be deemed to be spotted and detention charges shall accrue under this Item until such time as USA Truck receives the aforementioned notification. Acceptable forms of notification will include telephone if convenient and practical, but may otherwise also be made via e-mail by Customer, Shipper, consignor, consignee, or other party designated by them, at their own cost and expense to advise USA Truck that the spotted trailer has been loaded or unloaded, as applicable, and is ready for pick-up. If said notification is given by telephone, USA Truck may also require written confirmation.
- (5). Charges: A \$50 charge per 24 period (or fraction thereof) for seven days shall apply. Thereafter, a storage charge of \$200 per 24 hour period or fraction thereof shall apply. No exclusion for weekends or holidays shall apply.

ITEM 43 LAYOVER

A charge of \$650 per 24 hour period (or fraction thereof) shall apply. If, after arrival at the point of loading or unloading, USA Truck is required by the Consignor, Consignee, or agent of same to load or unload at a later date, layover charges will apply in addition to all other applicable charges but shall not apply concurrently with Item 41: Detention – With Power.



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ITEM 44 DRIVER LOAD/UNLOAD/ASSIST/LUMPER SERVICE

Shipper and/or consignee shall be responsible for loading and unloading trailers. Shipper and/or consignee shall be responsible for arranging and paying for any lumper services.

ITEM 45 TEAM SERVICE/ EXPEDITED SERVICE

When the Customer and/or Shipper requests team service or expedited service, USA Truck shall bill an additional charge of \$.28 cents per mile for all loaded miles run, in addition to all other applicable linehaul and accessorial charges and fuel surcharge.

ITEM 46 EQUIPMENT ORDERED-NOT USED

When Customer and/or Shipper requests a Vehicle for loading for truckload transportation, and USA Truck dispatches a Vehicle for that purpose, and Customer or Shipper does not use said Vehicle, a charge of \$1.65 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 \$125.00. No charge under this Item 45 will apply to loads cancelled twelve (12) hours or more prior to scheduled pickup.

ITEM 47 SPOTTING/DROPPING EQUIPMENT

A charge of \$150 per trailer/container shall apply. Charge will apply for a spotted or dropped trailer or container at either the Consignor or Consignee.

ITEM 48 RECONSIGNMENT OR DIVERSION

A reconsignment or diversion shall include a change in the name and address of the consignee/consignor, for the purpose of additional stop off or pick up, a change in the final destination, and any other instructions given by consignor, consignee or owner necessary to effect changes in delivery destinations. Only entire shipments scheduled for delivery to one consignee may be reconsigned. No partial unloading is permitted. For truckload service, the rate per mile shall apply from the original point of origin to the new final destination point via the point of reconsignment. If a rate does not exist, a rate will be agreed to in writing prior to the load being returned. In addition to the linehaul rate per mile and applicable fuel surcharge, an additional reconsignment charge of \$125.00 per occurrence shall also apply. A stop-in-transit charge shall apply if USA Truck's driver arrives at the original consignee prior to notification of the reconsignment.

ITEM 49 REDELIVERY

When a shipment is tendered for delivery, and due to no fault of USA Truck, delivery cannot be accomplished, then a charge of \$1.65/mile for miles incurred from USA Truck's terminal or any other designated facility to destination will be assessed with a minimum charge of \$195.00 per Vehicle per shipment. After the third failed attempt, the shipment will be moved to a public storage facility. For each time USA Truck 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 shall apply.

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Upon movement of shipment to a public storage facility, USA Truck shall no longer be liable for any cargo claim unless Customer can prove an overage, shortage or damage to cargo was caused by USA Truck prior to USA Truck placing the shipment in the public storage facility. Customer shall be responsible for and hold USA Truck harmless against all charges incurred at the public storage facility.

In addition, following the expiration of 1.5 hours of free time, which shall commence at the time the Shipper is contacted for instruction, a charge of \$75 per hour or fraction thereof will be charged with a maximum charge of \$650 per calendar day until instruction is received.

ITEM 50 RETURNED OR UNDELIVERABLE SHIPMENT

Shipments, which have been rejected or refused at destination, or which for other reasons USA Truck is unable to deliver at destination, will upon written instructions from the Customer or Shipper be returned to the original point of shipment. Customer shall provide a corrected BOL to USA Truck for each such occurrence. Charges for the movement from the original destination point to the original origin point of shipment will be the contracted rates. A stop-in-transit charge shall apply in addition if the driver arrives at the original consignee prior to notification. If a rate does not exist, a rate will be agreed to in writing prior to the load being returned. (Subject to Item 61: Minimum Truckload Charge and Item 38: Detention)

ITEM 51 REWORK

Customer and/or Shipper acknowledges that the maximum gross vehicle weight for a Class 8 tractor and trailer combination is 80,000 lbs., distributed as follows: maximum of 12,000 lbs. of gross vehicle weight (GVW) on the steer axle, maximum of 34,000 lbs. of gross vehicle weight on the drive axles, and a maximum of 34,000 lbs. of gross vehicle weight on the tandem axles. Customer and/or Shipper shall be responsible for ensuring that USA Truck's equipment is not overloaded and that the respective weight limits on the steer axle, drive axles, and tandem axles are not exceeded during the loading process.

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. In the event Customer and/or Shipper overloads (beyond any of these levels) or misloads trailers and re-work/trans-loading or other processing of the freight becomes necessary, Shipper will assume full responsibility for these costs.

Customer and/or Shipper shall 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 and shall be in addition to all other applicable charges for any affected shipment.



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ITEM 52 STOPS IN-TRANSIT

Except as otherwise provided in individual rate items or individual tariffs, the charge for each additional stop, exclusive of initial pickup or final delivery, shall be \$75.00 for the first stop; \$100.00 for the second stop; and \$150.00 for each additional stop thereafter in addition to all other applicable charges, including out of route miles.

ITEM 53 LOCAL HOURLY CHARGE

A charge of \$75 per hour with a four (4) hour minimum shall apply. Local hourly charges apply from USA Truck's terminal to Customer's facility and return to USA Truck's terminal.

ITEM 54 EXCESS/OUT OF ROUTE MILES

A charge according to the prevailing rate per mile shall apply.

ITEM 55 JOB SITE DELIVERY

A charge of \$250 per occurrence shall apply.

ITEM 56 EMPTY MILES OR REPOSITIONING

Upon the Customer's and/or Shipper's request for equipment repositioning, USA Truck shall bill Customer and/or Shipper all empty (deadhead) miles or out of route miles run by USA Truck at the rate of \$1.65 per mile plus applicable fuel surcharge per mile.

ITEM 57 DUNNAGE REMOVAL

When USA Truck is responsible for the disposal of dunnage used to secure any freight being transported, a charge of \$250.00 per trailer per occurrence plus \$1.65 per mile to the point of disposal shall apply, in addition to all other applicable charges.

ITEM 58 CONGESTED AREA DELIVERY CHARGE

A surcharge of \$750.00 will apply per Vehicle used for delivery, pick-up, and travel in New York City (zip codes: 100-104, 110-119) and/or Atlanta, Georgia (zip codes: 289, 300-303, 305, 311, 399), in addition to all other charges hereunder.

ITEM 59 IN BOND SHIPMENTS

When a shipment moves in bond, there will be a \$200.00 additional charge per crossing.

ITEM 60 CANADIAN AND MEXICO BORDER CROSSING

Any shipment(s) between Canada and the United States as well as between Mexico and the United States shall be assessed an additional Border Processing Fee of \$250.00 per crossing, in addition to all other applicable charges applicable to said shipment(s). Round-trip shipments shall be assessed this Border Processing Fee each time Carrier's Vehicle crosses the U.S./Canada or U.S./Mexico border.



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ITEM 61 SEIZURE AND IMPOUNDMENT BY CUSTOMS

Where a shipment is required to be unloaded, inspected, audited and/or reloaded, USA Truck shall not be responsible for any subsequent claims for overage, shortage, and/or damage which may be filed by the Customer, Shipper, or consignee. (Subject to applicable detention charges herein.)

ITEM 62 NON-PERMITTED USE OF EQUIPMENT

Use of USA Truck equipment which does not strictly comply with the intended use between USA Truck and Customer or Shipper shall result in a charge of \$250 per trailer, per day, for each occurrence, in addition to all other applicable charges hereunder.

ITEM 63 PALLET EXCHANGE

USA Truck will not participate in a pallet exchange. Pallet exchange is the responsibility of the Shipper and/or consignee.

ITEM 64 MINIMUM CHARGES

Minimum charges shown herein or in specific rate items do not include accessorial charges. Unless otherwise negotiated, each shipment shall be subject to an \$800 minimum charge per Vehicle used except the destination states of TX, which shall have a minimum charge of \$900, and CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, and VT, which shall have a minimum charge of \$1,150.

ITEM 65 HAZARDOUS MATERIALS

USA Truck will not accept shipments of hazardous materials or substances for transportation. Failure of the Shipper to disclose to USA Truck the presence of hazardous materials or failure to comply strictly with the requirements for transporting hazardous materials, either via road or rail, will relieve USA Truck of any liability for loss or damage caused to or by the hazardous materials. Shipper will be responsible for and will defend, indemnify, and hold harmless USA Truck for any liabilities, costs and expenses arising out of 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 incorrectly declared may be warehoused at Customer's and/or Shipper's risk and expense or destroyed without compensation.

ITEM 66 PROOF OF DELIVERY

Upon Customer's request, a copy of the bill of lading shall accompany each freight bill at no cost. Additional copies of such bills of lading shall be available for \$25, paid in advance. If proof of delivery is requested and a bill of lading or delivery receipt is not available, USA Truck will provide alternate proof of delivery, including, without limitation: (i) a bill of lading, receipt, or other proof of delivery form or document issued for such shipment; (ii) proof of payment to Customer from its customer or consignee for the cargo or receipt of the goods into the consignee's warehouse, plant, or possession; or (iii) satellite tracking of the cargo through available third-party equipment tracking systems.



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ITEM 67 WEIGHT VERIFICATION

When a truck is weighed or re-weighed, either empty or loaded, at the request of either consignor or consignee, a charge will be assessed of \$25 for each time so weighed. In each instance where USA Truck is required or requested to return to Shipper or consignee's facility, a \$1.65 per mile charge, subject to a \$50 minimum charge, plus applicable fuel surcharge, will apply on all return miles traveled, plus any applicable detention with power charges.

ITEM 68 MISCELLANEOUS ACCESSORIAL CHARGES

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

ITEM 100 FUEL SURCHARGE

A fuel surcharge shall be added to freight invoices using the scale herein below and the weekly National Energy Information Administration Fuel Index. The applicable fuel surcharge as defined herein will apply on USA Truck shipments from Tuesday through the following Monday based upon the fuel index price obtained on Monday after 3:00pm CST by calling 202-586-6966 or by going to their website at www.eia.doe.gov. The fuel increase or decrease 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's shipments from Wednesday through the following Monday.



USA Truck, Inc. Fuel Surcharge Schedule

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

The fuel surcharge increase will apply on USA Truck shipments from Tuesday through the following Monday based upon the fuel index price obtained on Mondays after 3:00 pm by calling 202-586-6966. 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.

D.O.E. National Average Fuel Index			Cents Per Mile
\$ 1.050	to	\$ 1.074	-
\$ 1.075	to	\$ 1.099	0.5
\$ 1.100	to	\$ 1.124	1.0
\$ 1.125	to	\$ 1.149	1.5
\$ 1.150	to	\$ 1.174	2.0
\$ 1.175	to	\$ 1.199	2.5
\$ 1.200	to	\$ 1.224	3.0
\$ 1.225	to	\$ 1.249	3.5
\$ 1.250	to	\$ 1.274	4.0
\$ 1.275	to	\$ 1.299	4.5
\$ 1.300	to	\$ 1.324	5.0
\$ 1.325	to	\$ 1.349	5.5
\$ 1.350	to	\$ 1.374	6.0
\$ 1.375	to	\$ 1.399	6.5
\$ 1.400	to	\$ 1.424	7.0
\$ 1.425	to	\$ 1.449	7.5
\$ 1.450	to	\$ 1.474	8.0
\$ 1.475	to	\$ 1.499	8.5
\$ 1.500	to	\$ 1.524	9.0
\$ 1.525	to	\$ 1.549	9.5
\$ 1.550	to	\$ 1.574	10.0
\$ 1.575	to	\$ 1.599	10.5
\$ 1.600	to	\$ 1.624	11.0
\$ 1.625	to	\$ 1.649	11.5
\$ 1.650	to	\$ 1.674	12.0
\$ 1.675	to	\$ 1.699	12.5
\$ 1.700	to	\$ 1.724	13.0
\$ 1.725	to	\$ 1.749	13.5
\$ 1.750	to	\$ 1.774	14.0
\$ 1.775	to	\$ 1.799	14.5
\$ 1.800	to	\$ 1.824	15.0
\$ 1.825	to	\$ 1.849	15.5
\$ 1.850	to	\$ 1.874	16.0
\$ 1.875	to	\$ 1.899	16.5
\$ 1.900	to	\$ 1.924	17.0
\$ 1.925	to	\$ 1.949	17.5
\$ 1.950	to	\$ 1.974	18.0

D.O.E. National Average Fuel Index			Cents Per Mile
\$ 1.975	to	\$ 1.999	18.5
\$ 2.000	to	\$ 2.024	19.0
\$ 2.025	to	\$ 2.049	19.5
\$ 2.050	to	\$ 2.074	20.0
\$ 2.075	to	\$ 2.099	20.5
\$ 2.100	to	\$ 2.124	21.0
\$ 2.125	to	\$ 2.149	21.5
\$ 2.150	to	\$ 2.174	22.0
\$ 2.175	to	\$ 2.199	22.5
\$ 2.200	to	\$ 2.224	23.0
\$ 2.225	to	\$ 2.249	23.5
\$ 2.250	to	\$ 2.274	24.0
\$ 2.275	to	\$ 2.299	24.5
\$ 2.300	to	\$ 2.324	25.0
\$ 2.325	to	\$ 2.349	25.5
\$ 2.350	to	\$ 2.374	26.0
\$ 2.375	to	\$ 2.399	26.5
\$ 2.400	to	\$ 2.424	27.0
\$ 2.425	to	\$ 2.449	27.5
\$ 2.450	to	\$ 2.474	28.0
\$ 2.475	to	\$ 2.499	28.5
\$ 2.500	to	\$ 2.524	29.0
\$ 2.525	to	\$ 2.549	29.5
\$ 2.550	to	\$ 2.574	30.0
\$ 2.575	to	\$ 2.599	30.5
\$ 2.600	to	\$ 2.624	31.0
\$ 2.625	to	\$ 2.649	31.5
\$ 2.650	to	\$ 2.674	32.0
\$ 2.675	to	\$ 2.699	32.5
\$ 2.700	to	\$ 2.724	33.0
\$ 2.725	to	\$ 2.749	33.5
\$ 2.750	to	\$ 2.774	34.0
\$ 2.775	to	\$ 2.799	34.5
\$ 2.800	to	\$ 2.824	35.0
\$ 2.825	to	\$ 2.849	35.5
\$ 2.850	to	\$ 2.874	36.0
\$ 2.875	to	\$ 2.899	36.5

For DOE Fuel Index above \$4.699 an increase of \$0.005 will apply for each \$0.025 increase in the DOE Fuel Index



USA Truck, Inc.
Fuel Surcharge Schedule

D.O.E. National Average Fuel Index			Cents Per Mile
\$ 2.900	to	\$ 2.924	37.0
\$ 2.925	to	\$ 2.949	37.5
\$ 2.950	to	\$ 2.974	38.0
\$ 2.975	to	\$ 2.999	38.5
\$ 3.000	to	\$ 3.024	39.0
\$ 3.025	to	\$ 3.049	39.5
\$ 3.050	to	\$ 3.074	40.0
\$ 3.075	to	\$ 3.099	40.5
\$ 3.100	to	\$ 3.124	41.0
\$ 3.125	to	\$ 3.149	41.5
\$ 3.150	to	\$ 3.174	42.0
\$ 3.175	to	\$ 3.199	42.5
\$ 3.200	to	\$ 3.224	43.0
\$ 3.225	to	\$ 3.249	43.5
\$ 3.250	to	\$ 3.274	44.0
\$ 3.275	to	\$ 3.299	44.5
\$ 3.300	to	\$ 3.324	45.0
\$ 3.325	to	\$ 3.349	45.5
\$ 3.350	to	\$ 3.374	46.0
\$ 3.375	to	\$ 3.399	46.5
\$ 3.400	to	\$ 3.424	47.0
\$ 3.425	to	\$ 3.449	47.5
\$ 3.450	to	\$ 3.474	48.0
\$ 3.475	to	\$ 3.499	48.5
\$ 3.500	to	\$ 3.524	49.0
\$ 3.525	to	\$ 3.549	49.5
\$ 3.550	to	\$ 3.574	50.0
\$ 3.575	to	\$ 3.599	50.5
\$ 3.600	to	\$ 3.624	51.0
\$ 3.625	to	\$ 3.649	51.5
\$ 3.650	to	\$ 3.674	52.0
\$ 3.675	to	\$ 3.699	52.5
\$ 3.700	to	\$ 3.724	53.0
\$ 3.725	to	\$ 3.749	53.5
\$ 3.750	to	\$ 3.774	54.0
\$ 3.775	to	\$ 3.799	54.5

D.O.E. National Average Fuel Index			Cents Per Mile
\$ 3.800	to	\$ 3.824	55.0
\$ 3.825	to	\$ 3.849	55.5
\$ 3.850	to	\$ 3.874	56.0
\$ 3.875	to	\$ 3.899	56.5
\$ 3.900	to	\$ 3.924	57.0
\$ 3.925	to	\$ 3.949	57.5
\$ 3.950	to	\$ 3.974	58.0
\$ 3.975	to	\$ 3.999	58.5
\$ 4.000	to	\$ 4.024	59.0
\$ 4.025	to	\$ 4.049	59.5
\$ 4.050	to	\$ 4.074	60.0
\$ 4.075	to	\$ 4.099	60.5
\$ 4.100	to	\$ 4.124	61.0
\$ 4.125	to	\$ 4.149	61.5
\$ 4.150	to	\$ 4.174	62.0
\$ 4.175	to	\$ 4.199	62.5
\$ 4.200	to	\$ 4.224	63.0
\$ 4.225	to	\$ 4.249	63.5
\$ 4.250	to	\$ 4.274	64.0
\$ 4.275	to	\$ 4.299	64.5
\$ 4.300	to	\$ 4.324	65.0
\$ 4.325	to	\$ 4.349	65.5
\$ 4.350	to	\$ 4.374	66.0
\$ 4.375	to	\$ 4.399	66.5
\$ 4.400	to	\$ 4.424	67.0
\$ 4.425	to	\$ 4.449	67.5
\$ 4.450	to	\$ 4.474	68.0
\$ 4.475	to	\$ 4.499	68.5
\$ 4.500	to	\$ 4.524	69.0
\$ 4.525	to	\$ 4.549	69.5
\$ 4.550	to	\$ 4.574	70.0
\$ 4.575	to	\$ 4.599	70.5
\$ 4.600	to	\$ 4.624	71.0
\$ 4.625	to	\$ 4.649	71.5
\$ 4.650	to	\$ 4.674	72.0
\$ 4.675	to	\$ 4.699	72.5

For DOE Fuel Index above \$4.699 an increase of \$0.005 will apply for each \$0.025 increase in the DOE Fuel Index