

## **HIGHWAY TRANSPORT MOTOR CARRIER TRANSPORTATION AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Highway Transport Logistics, Inc. ("Highway"), a Tennessee corporation with an address of 10024 Investment Drive, Suite 200, Knoxville, TN 37932, and \_\_\_\_\_, a \_\_\_\_\_ company, with an address at \_\_\_\_\_ ("Shipper"). Highway and Shipper agree as follows:

1. **Services.** From time to time during the term of this Agreement, Shipper, or a third party designated by Shipper that has contracted with Shipper to arrange transportation on its behalf ("Consignor"), will tender to Highway, and Highway will accept, transport, and deliver, Consignor's materials or goods ("Goods") in a series of shipments to and from the locations or within the service areas described in the attached Exhibit(s) and Appendices ("Services"). Highway will pick-up, transport and deliver Goods without delay and in strict accordance with the provisions of this Agreement and the shipping instructions provided by Shipper or Consignor. Highway represents that it is fit, willing and able to perform the Services. Shipper and Highway may, upon mutual agreement, elect to set forth any rate schedules, accessorial, other fees and charges, and fuel surcharges in effect for this Agreement in separate documentation, which shall be governed in all respects by the terms and conditions of this Agreement.

2. **Documentation.** Highway shall provide Shipper with proof of delivery (POD) and any other supporting shipment documentation (i.e. additional charges) after delivery of Goods hereunder. Goods may be tendered to Highway for transport hereunder by Shipper or Consignor orally, in writing, or electronically through Electronic Data Interchange ("EDI") or other electronic messaging methods. Such tenders shall designate the origin, required date and time of loading, destination, and required date and time of delivery for each shipment. Each shipment will be evidenced by a bill of lading or receipt, signed by Highway, Consignor, and the recipient or consignee, as the case may be, showing the kind and quantity of Goods received and delivered by Highway at the loading and unloading points respectively. Shipper will issue a contract of carriage or shipment confirmation for Goods for each shipment it tenders to Highway. If Consignor has prepared a uniform standard bill of lading, Highway will sign the bill of lading and be shown on that bill of lading as Highway with respect to that shipment. Each signed receipt or bill of lading shall be evidence of Highway's receipt of the Goods covered thereby, in good order and condition, unless otherwise noted on the face of the document.

3. **Rates and Payments.** Shipper shall pay Highway the charges set forth in Exhibit A or as set forth in separate rate schedules or exhibits signed by the parties within thirty (30) days after the receipt of Highway's invoice with correct charges and satisfactory supporting documentation. If the rate on any specific shipment is not set forth in such exhibits or appendices, then the charges set forth in Exhibit B will prevail. Cleaning charges and other accessorial charges for Highway equipment shall be paid by Shipper as described in Exhibit B or as set forth in separate rate schedules or exhibits. Charges contained in Exhibits A and B may be updated, from time to time as necessary, upon the mutual written agreement of the parties by amending this Agreement, or as set forth in amendments to such separate rate schedules or exhibit, or as agreed upon in electronic communication. Highway will invoice Shipper, and Shipper only, for Services performed hereunder.

A copy of the applicable bill of lading and proof of delivery must accompany each invoice. Any legal claims arising from freight-charge disputes pursuant to this section must be brought by a party against the other party within six (6) months from the date such claim arises. Requests for billing adjustments to originally issued invoices for alleged undercharges from Highway or alleged overcharges from Shipper (or the Consignor), respectively, must be received within six (6) months of the date of the original invoice or such adjustments shall be considered null and void.

4. **Contract Review.** At time of contract review date (one year from the execution of this document and each subsequent year thereafter), if a new rate agreement is not implemented within 30 days of contract review date, rates set forth in Exhibit A or as set forth in separate rate schedules or exhibits will be increased 5.5%. Rates set forth in Exhibit A or as set forth in separate rate schedules or exhibits that have not been serviced in past twelve (12) months will be dropped from the respective rate schedule. Accessorials will be applied as set forth in the Exhibit B in effect at time of shipment.

5. **Authority; Compliance; Personnel and Equipment.**

5.1 Highway shall, at its sole risk and expense, provide adequate, qualified and appropriate personnel, motor vehicles and equipment required to perform the Services, and shall maintain such motor vehicles and other equipment in good repair, mechanical condition and appearance. Highway shall at all times comply with all applicable federal, state, provincial, and local laws, rules and regulations applicable to the Services, and maintain any licenses, permits, authorizations, bonds or insurance required by governmental authorities having jurisdiction over the Services. Highway represents that it currently has in effect, and will maintain during the term hereof, a 'satisfactory' rating from the Federal Motor Highway Safety Administration, U.S. Department of Transportation.

5.2 Highway shall perform all services hereunder as an independent contractor and shall have exclusive control and direction of the persons operating its equipment and otherwise engaged in providing transportation and other such services hereunder. Highway, at its sole cost and expense, shall employ in the operation of its services only competent, able, and legally licensed personnel. Highway assumes full responsibility for the acts and omissions of such persons. Highway shall have exclusive

liability for the payment of local, state, and federal payroll taxes and contributions and taxes for unemployment insurance, workmen's compensation, old age pensions, and other social security and related protection with respect to the persons engaged in the performance of such services. Highway shall comply with all applicable laws, rules and regulations pertaining thereto. Except with Shipper's prior written approval, Highway shall not sub-contract or otherwise delegate its duties or responsibilities with respect to any shipment or transportation of Commodities hereunder.

6. **Insurance.** Shipper will maintain workers compensation insurance as required by state law and General Liability Insurance (\$1,000,000 limit). Highway will maintain the following insurance coverage during the term of this Agreement: (1) workers' compensation insurance as required by applicable state law; (2) commercial general liability insurance, including contractual indemnity, with a minimum \$1,000,000 combined single limit per occurrence; (3) automobile and public liability insurance with a minimum \$1,000,000 (\$5,000,000 if Highway is transporting Hazardous Materials) combined single limit per occurrence, covering bodily injury and property damage suffered by third persons resulting from Highway's Services or the use or operation of its commercial motor vehicles; (4) cargo liability insurance covering Goods transported by Highway with a minimum limit of \$100,000 per shipment or such higher amount as Shipper may request; and (5) environmental liability and restoration insurance meeting the requirements of MCS-90. Shipper will be named as additional insured under the policies referred to in (2) and (3) above, and Shipper will be named as loss payee under the policy referred to in (4) above. Highway represents that the above limits are at least the minimum limits required by laws, rules and regulations of all applicable governmental agencies. The insurance policies providing the foregoing coverage will be written by insurance companies authorized to transact business in all jurisdictions in which the Services will be provided. Highway will provide Shipper with Certificates of Insurance evidencing the policies and endorsements described above.

7. **Indemnification.** Highway will defend, indemnify and hold harmless Shipper and Consignor, and its and their respective employees, agents and affiliates, from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, expenses and reasonable legal fees, resulting from (1) bodily injury or property damage caused by Highway, its employees or agents, or otherwise arising from the performance of the Services; (2) loss and damage claims for Goods transported by Highway pursuant to this Agreement; (3) road, fuel and other taxes, fees or permits; and/or (4) Highway's violation of and responsibility under any applicable law, including, but not limited to, liabilities under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as amended ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended ("RCRA"), or any comparable state law, and any environmental remediation required by applicable laws, regulations or directives of governmental authorities as a result of Highway spilling any hazardous or toxic substance or waste. However, Highway shall not indemnify Shipper for any such claim involving the negligence or willful misconduct of the Shipper.

8. **Cargo Loss.** Highway shall be liable for loss or damage to the Goods while in the care, custody and control of Highway. Highway's liability for lost or damaged Goods shall be the Consignor's full actual value of the Goods involved without limitation of liability of any kind, including the use of released rates. Claims for loss or damage must be in writing and received by Highway within six (6) months after the Delivery Date, and any civil action by Shipper or the Consignor for cargo loss or damage must be filed within six (6) months from the date Highway provides Shipper or the Consignor written notice of the disallowance of all or part of such claim. The Delivery Date is the date the Goods are delivered or the date scheduled for delivery, in the case of lost Goods.

9. **Force Majeure.** Highway shall not be liable to Shipper for failing to perform any obligation under this Agreement where caused by acts of God, pandemics, labor disorders, fire or other casualty, highway closings, governmental interference, or other causes beyond Highway's control.

10. **Hazardous Materials.** Shipper or its designee will provide Highway with advance notice of the proposed shipment of any hazardous material, as that term is used in the Hazardous Materials Transportation Act, 49 U.S.C. §5101, *et seq.*, as amended ("Hazardous Material"). Shipper or Consignor will also provide a copy of the Material Safety Data Sheet for that Hazardous Material, if requested by Highway, in writing.

11. **Miscellaneous.**

11.1 **Term.** This Agreement will continue in effect for a period of one (1) year from and after the date of this Agreement first set forth above and shall continue from year to year thereafter subject to the right of either party to terminate this Agreement upon not less than thirty (30) days prior notice. Termination of the Agreement will not affect obligations of Shipper or Highway arising during such time as this Agreement was in effect.

11.2 **Notices.** All notices must be in writing and delivered to the other party at the above address (or any other address given by either party). Notices to Highway shall also send a copy to the following address:

Highway Transport Chemical  
6420 Baum Drive  
Knoxville, TN 37919

11.3 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to its subject matter, and is binding on and shall inure to the benefit of each party and its respective

successors and assigns. The Agreement voids and supersedes all other motor Highway contracts in place between Shipper and Highway.

- 11.4 Confidentiality. Highway and Shipper understand that during the course of their business relationship, either party may be in or come into possession of information or data of the other which constitutes trade secrets and other material or information usually considered proprietary or secret in the operation of a business or which is otherwise designated as confidential by a party (“Confidential Information”). Information regarding this Agreement, including the rates and other terms and conditions in Exhibits or Appendices hereto, shall be deemed Confidential Information. Except as may be required by law or by order of a court or governmental agency, a party in possession of Confidential Information shall not, without the consent of the other party, disclose such information to any person or entity, except to an officer, employee, authorized contractor, attorney, accountant or other advisor, who may use such Confidential Information only in the context of their business relationship.
- 11.5 Assignment. Neither party may assign its rights or obligations under this contract without the written consent of the other, the consent of which, will not be unreasonable withheld. Except that Highway may assign this Agreement, subcontract obligations under this Agreement, and/or perform Services under this Agreement with vehicles and equipment not owned or leased and operated by Highway using Highway’s brokerage arm “Logistics.”
- 11.6 Applicable Law. This Agreement shall be construed and enforced according to the laws of the state of Tennessee and applicable federal law. Shipper hereby irrevocably submits to the jurisdiction of the Tennessee courts in connection with any dispute under this Agreement. If any provision in this Agreement violates any applicable law, that provision will be ineffective to the extent of the violation without invalidating any other provision of this Agreement, unless the invalid provision relates to the charges for Services.
- 11.7 Waiver. Services are being provided as "contract carriage" within the meaning of 49 U.S.C. §13102(4)(B), and Highway and Shipper each expressly waive all rights and remedies they may have as to each other under 49 U.S.C., Subtitle IV, Part B to the full extent permitted by 49 U.S.C. §14101(b)(1), each as amended from time to time, to the extent any such rights or remedies conflict or are inconsistent with the terms of this Agreement. Neither party waives any rights or remedies it may have as to any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

Accepted and Agreed To By:

**Highway Transport Logistics, Inc.**

**Shipper**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B  
100A RATE SCHEDULE**



<b>PAGE</b>	<b>ACCESSORIAL</b>	<b>CHARGE</b>
2	Advance Loading / Preloading Charges	\$350.00 Plus \$2.65 / Traveled Mile
2	Blind Shipment	\$100.00
2	Border Charge	\$275.00 / Canadian or Mexican Border Crossing Fee
2	Cancelled Orders / Vehicles Ordered But Not Used	\$450.00 Plus \$2.65 / Traveled Mile Plus Detention For All Time On-Site
3	Cleaning Charges	\$275.00 – Single Compartment Gen Comm \$325.00 – Single Compartment Latex \$350.00 – Single Compartment Acrylates \$375.00 – Single Compartment Resins \$400.00 – Multi-Compartment \$1,200 – MDI Cleaning \$150 – MDI Prep
3	Dead Head Miles	\$2.65 / Mile
4	Detention	\$60.00 / Half Hour 2 Hours Free For Loading/Unloading Single Delivery 1 Hour Free Unloading On Multi-Stop Deliveries If At Cancelled/Rejection/Reconsignment/Redelivery Point – No Free Time
4	Drumming Service	\$100.00 / Location
4	Pump, Compressor and Equipment	\$75.00 For Each Loading/Unloading Stainless Steel Pump - \$100.00 Dry Break Fitting - \$100
6	Fuel Surcharge Provision	Based On Scale With Weekly Updates From D.O.E.
4	Holiday / Weekend Charges	\$200.00 / Load
3	Heel Disposal	\$13.00 / Gallon - Non-Hazardous Commodities \$19.00 / Gallon - Hazardous Commodities
5	Hose Charges	\$50.00 / 20-Foot Section In Excess Of 40 Feet
5	Kosher Charge	\$325.00
7	Mileage Commodity Rates	Standard Rate Schedule
8	Mileage Transit Times	Single Driver Mileage Transit Table
5	Nitrogen / Nitrogen Blanket	Actual Cost
5	Layover	Overnight - \$800.00
3	Passivation Charge	\$350.00
8	Reconsignment Or Diversion	\$200.00
8	Redelivery Fee	If Redelivery Is Comparable To Original Lane Ran: 100% Of Original Linehaul \$2.65 / Traveled Mile With A Minimum of \$630.00
9	Rejected Shipments	\$2.65 / Traveled Mile With A Minimum of \$1100.00
9	Rush Fee	\$500
9	Special Services	\$120.00 / Hour With 10-Hour Minimum
9	Spotting / Storage	\$350.00 / Day Plus \$2.65 / Mile for Trailer Retrieval With \$630 Minimum Unplanned Storage: 35% Of Linehaul
9	Steam Heating Service	\$25.00 For Each 15 Minutes
10	Stop-Offs	\$100.00 / Stop
10	Team Drivers	25% Linehaul or \$0.75/Miles Traveled
11	Temperature Monitoring	\$100.00 / Check Or \$500.00 / 24-Hour Period Heat in Transit: \$200
11	Terms Of Payment	30 Days
11	TDI	\$100 / Load
11	Tolls	Actual Cost
11	Trailer Prep	\$125
11	Weighing And Weights / Outside Scale	\$35.00 Plus \$2.65 For Any Out-Of-Route Miles

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ACCESSORIAL	DEFINITION AND RULES	EFFECTIVE DATE
Advance Loading/Preloading Charge	<p><b>When Due To The Shipper's Or Consignee's Loading And/Or Unloading Schedule,</b> A Vehicle Is Unable To Proceed Immediately To The Destination After Completion Of Loading, But Is Held By The Carrier At A Place Other Than The Place Of Pick-Up Or Delivery, A Charge Of <b>\$350.00</b> Will Be Made, In Addition To All Other Charges. <b>Exception: Shipments Over 600 Miles That Require Loading On Friday And Delivering On Monday Will Not Be Charged Advance Loading/Preloading Charges.</b></p> <p>When Shipper And/Or Consignee Specify A Scheduled Loading Time And/Or Scheduled Delivery Time Which Does Not Allow The Carrier's Vehicle To Proceed Immediately To The Destination To Effect Delivery Upon Completion Of Loading And Require Carrier's Vehicle To Wait En Route Or At The Destination Before Making The Delivery, The Advance Loading/Preloading Charges As Set Forth Above Shall Apply On Such Shipment In Addition To All Other Charges.</p> <p>Trailers Are Also Subject To Storage Charge(s) In Addition To All Other Applicable Charges.</p> <p>For Shipments That Are Less Than 275 Miles, Which Are Scheduled By A Shipper To Load Prior To NOON For Delivery The Following Day, An Advanced Loading/Preloading Charge Will Apply, Along With One (1) Day Trailer Storage.</p> <p>For Shipments Less Than 275 Miles Where Scheduled Loading Is After NOON But A Driver Cannot Load And Go Directly To The Consignee To Make A Delivery Within His Fourteen (14) Working Hours, An Advanced Loading/Preloading Charge Will Be Applicable. No Storage Charges Apply For Loading After NOON.</p> <p>For Shipments Less Than 50 Miles, Advanced Loading/Preloading Charges Will Apply For All Loadings Which Are Scheduled More Than Two (2) Hours In Advance Of The Scheduled Delivery Time.</p> <p>If, In The Performance Of The Advance Loading/Preloading Service, The Carrier Is Required To Travel Any Miles In Excess Of The Miles, Which It Would Have Traveled If The Carrier Had Proceeded Immediately To The Destination, Such Excess Miles Will Be Subject To A Charge Of <b>\$2.65 Per Excess Mile.</b></p> <p>For Shipments Loading Friday For Monday Delivery, The Following Rules Apply:  0 To 300 Miles - Charge Advanced Loading And 2 Days Trailer Storage  301 To 600 Miles - Charge Advanced Loading And 1 Day Trailer Storage  601 Miles And Over - No Trailer Storage Or Advanced Loading/Preloading Charges Apply.</p> <p>For Shipments Loading Friday For Tuesday, Use The Same Rules Directly Above, And Add One (1) Day Storage. Shipments 601 Miles To 1200 Miles Would Be Subject To Advanced Loading And One (1) Day Trailer Storage.</p>	01/02/23
Blind Shipment:	Applicable When Carrier Is Requested To Complete A Blind Shipment	01/04/21
Border Charge:	Shipments Destined To All Of Canada Or Mexico (Includes All Provinces And Territories) Will Be Assessed <b>A Charge Of \$275.00 To Cover All Fees And Permits</b> Associated With Canadian/Mexican Shipments. These Charges Are In Addition To All Other Applicable Charges.	01/04/21
Cancelled Orders / Vehicles Ordered But Not Used:	When Order Is Cancelled Or Delayed With Less Than 48-Hour Notice Of The Scheduled Loading or Unloading, A Vehicle Ordered Not Used (Or Cancellation) Charge Of <b>\$450.00 Will Be Charged Plus \$2.65 Per Mile Traveled.</b> The Vehicle Shall Also Be Subject To Detention Charges As Specified In Detention Of Vehicles (Page 3) Except That No Free Time Will Be Allowed. When Loading Has Begun Prior To Cancellation, Provisions Of Cleaning Charges (Page 2) Will Apply. Fuel Surcharge Will Be Applicable For All Miles Traveled.	01/02/23

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ACCESSORIAL	DEFINITION AND RULES	EFFECTIVE DATE
Cleaning Charges/ Excessive Heel/ Waste Water Disposal Charges:	The Standard Charge For Tank Cleaning, Waste Treatment And Proper Disposal Of Product Residue And Wash Shall <b>Be \$275.00 For Single Compartment "Gen Comm" Trailers, \$325 For Single Compartment Latex Trailers, \$350 For Single Compartment Acrylates Trailers, \$375 For Single Compartment Resins Trailers, \$400.00 For Multi-Compartment Trailers, \$1,200 For MDI Cleaning, and \$150 For MDI Trailer Prep.</b> Cleaning Charges For High Temperature Resins Or Hard To Clean Products Will Be Billed At The Higher Actual Cost. These Charges Are In Addition To All Other Lawful Charges Assessed Against The Shipment.	01/17/22
Cleaning Charges/ Excessive Heel/ Waste Water Disposal Charges: (continued)	<b>Excessive Heel Disposal Charges</b> Shall Apply To "Non-Empty" Trailers. A "Non-Empty" Trailer Is Defined As Having More Than One Gallon Of Product Able To Drain By Gravity In A Five Minute Time Period. The Entire Heel Charge From A "Non-Empty" Trailer Shall Be Assessed As Follows: Non-Hazardous Commodity: <b>\$13.00 per gallon</b> Hazardous Commodity: <b>\$19.00 per gallon</b>  When Trailer Is Required By Customer To Be Passivated, A Charge Of <b>\$350.00</b> Will Apply.	01/02/23
Dead Head Miles:	A) When, At The Shipper's Or Consignee's Request, Carrier Is Requested To Move Equipment From One Of Its Terminals Or Any Other Location To An Origin Point Not In The Commercial Zone Of The Point In Which Carrier's Terminal Is Located, In Order To Perform Service Authorized Herein, A Charge Of <b>\$2.65 Per Mile</b> For Each Tractor And/Or Semi-Trailer Unit Shall Be Made For All Excess Mileage That The Carrier's Unit Travels, Except As May Be Otherwise Provided In This Tariff. Carrier Shall Dispatch Equipment From The Closest Terminal Or Any Other Location Where It Has Equipment Available To Perform The Transportation Requested. B) Excess Mileage Referred To In The Paragraph Above Shall Be Defined As Follows: When One (1) Shipment Is Tendered To Carrier, The Excess Mileage Shall Be Determined By Computing The Mileage From Carrier's Terminal From Which The Unit Was Dispatched Through The Origin Point To Final Destination And Back To The Carrier's Terminal From Which The Unit Was Dispatched, And Subtracting From This The Normal Round Trip Mileage From Point Of Origin Directly To The Destination Over The Most Direct Route. If There Is No Excess Mileage, There Will Be No Charge. C) Carrier Will Inform Shipper Of Location Of Equipment Prior To Dispatching Of Tractor And Trailer. D) Fuel Surcharge Will Be Applicable For Any Excess / Out-Of-Route Miles Traveled.	01/02/23

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ACCESSORIAL	DEFINITION AND RULES	EFFECTIVE DATE
Detention - Vehicles With Power Units:	<p>A) Except As Otherwise Provided On All Single Pickup And Single Delivery Loads, Two (2) Hours Will Be Allowed For Loading And Two (2) Hours For Unloading. However, If At A Cancelled, Rejected, Reconsignment, Or Redelivery Location No Free Time Shall Be Allowed. On All Shipments With Multiple Deliveries, One (1) Hour Will Be Allowed For Unloading At Each Stop Location. Time Consumed By Delays Caused By Shipper Or Consignee, Beyond Carrier's Control In Excess Of Free Time Allowed For Loading And/Or Unloading, Will Be Computed And Detention Charged On A Basis Of <b>\$60.00 For Each Half Hour (\$120.00 Per Hour) Or Fraction Thereof Per Tank.</b> Unless Otherwise Instructed By The Party Responsible For Payment Of The Line-Haul Charges, Detention Charges Due The Carrier Will Be Assessed Against The Consignor In The Case Of Loading And Against The Consignee In The Case Of Unloading, Irrespective Of Whether Line-Haul Charges Are Prepaid Or Collect. When Detention Charges Are Attributable To Others Who Are Not Parties To The Bill Of Lading Contract, The Charges Will Be Assessed Against The Shipment.</p> <p>B) Loading Or Unloading Time Shall Be Deemed To Run From The Time Tank Truck Arrives At The Consignee Location Or At Public Scale Until The Time When All Connections Have Been Executed And That Tank Truck Is Ready To Leave The Consignee Location Or Public Scale.</p> <p>C) The Driver, Upon Leaving The Plant Where The Transport Has Been Loaded Or Unloaded, If Free Time Is Exceeded, Will Leave With The Plant Representative A Written Memorandum, Signed By The Carrier Showing Date And Time Of Arrival, Date And Time Of Departure And Cause Of Delay, Bill Of Lading Number, Order Number, Or Other Information Identifying The Shipment. A Copy Of This Memorandum Will Accompany All Bills Of Detention Rendered By Carrier, As Proof Of Delay.</p> <p>D) 1) Shipments Requiring Stops For Partial Loading Will Be Allowed One (1) Hour Free Time At Each Loading Including The Initial Loading Point. 2) Shipments Requiring Stops For Partial Unloading Will Be Allowed One (1) Hour Free Time At Each Unloading Point Including Final Delivery.</p> <p><b>NOTE:</b> When Carrier's Equipment Arrives At Stop-Off Point Or Final Destination Before Time Of Arrival Specified On Bill Of Lading, Time Between Actual Arrival Time And Time Specified For Delivery Shall Not Be Construed As Detention Time, Except When Carrier's Unit Is Accepted For Unloading By The Consignee. Upon Acceptance By The Consignee Provisions Of Paragraph (B) Above Will Apply.</p>	09/01/21
Drumming:	<p>A) Except As Otherwise Provided, Service Will Not Be Provided For The Unloading Of Corrosive Materials Requiring The Use Of MC-304, 307, 310, 311, Or 312 Tank Vehicles, Into Drums, Tote Bins, Or Similar Containers.</p> <p>B) When Drumming Service Is Requested On Products Other Than Listed Above, The Driver Will Assist By Operating Carrier's Pump Or Carrier's Valves On Vehicle During The Drumming Operation Provided Adequate Assistance Is Made Available By The Consignee For The Actual Drumming Operation. Consignee Shall Assume Responsibility For All Spillage And/Or Contamination Of Material Placed In Drums. When Carrier's Equipment Is Utilized, <b>A Charge Of \$100.00 Per Truckload Or Fraction Thereof</b>, Which Will Be In Addition To All Other Applicable Freight Charges.</p> <p>C) Flammable Or Combustible Products May Be Drummed By The Shipper Or Consignee With Their Own Equipment After The Tractor And Trailer Are Disconnected And The Driver And Tractor Have Moved Away From The Trailer While The Drumming Operation Takes Place. Demurrage Time Will Be Applicable Even Through The Tractor And Trailer Are Disconnected And The Driver Is Not Participating In The Drumming Operation.</p>	04/18/16
Equipment, Pumping and Compressor:	<p>Except As Otherwise Provided, Carrier Will, Upon Request Of Consignor Or Consignee Furnish Pumping And Compressor Equipment, If Available. A Charge Of <b>\$75.00 For Each Loading Or Unloading</b> Will Be Made. This Charge Will Be Paid By Party Liable For Freight Charges.</p> <p><b>EXCEPTIONS:</b> When A Stainless Steel Pump Is Requested, <b>A Charge Of \$100.00</b> Will Be Applicable. When A Dry Break Fitting Is Requested, <b>A Charge Of \$100.00</b> Will Be Applicable.</p>	01/04/21
Holiday/Weekend Charges:	<p>Except As Otherwise Provided, When A Shipment Is Picked Up Or Delivered On A Holiday Or Weekend, A Charge Of <b>\$200.00 Per Load</b> Will Be Assessed In Addition To All Other Applicable Charges.</p>	04/18/16

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Hose Charges:	<p>When It Is Necessary To Provide Hose In Excess Of <u>40 Feet</u> (Except As Otherwise Provided) To Effect The Pick-Up Or Delivery, Or Both, Of A Single Shipment, The Following Provisions And Charges Will Apply:</p> <p>A) Two (2) And A Half (1/2) Inch Hose, Inside Diameter, Will Be Provided.</p> <p>B) The Footage Of Hose Will Be Computed As Follows:</p> <ol style="list-style-type: none"> <li>1) Loading Operations - From The Shipper's Discharge Point To Carrier's Vehicle Intake Point.</li> <li>2) Unloading Operations - From The Point Of Discharge Of Carrier's Vehicle To Receiver's Intake Point.</li> </ol> <p>C) Footage Of Hose In Excess Of <b>40 Feet</b> As Computed In Paragraph (B) Above, Will Be Charged For On The Basis Of <b>\$50.00 For Each 20-Foot Section</b>, Except As Provided In Paragraph (D) Below.</p> <p>D) When It Is Necessary For The Carrier To Dispatch A Service Truck To Either Origin Or Destination To Provide Extra Hose, <b>An Additional Charge Of \$0.80 Cents Per Mile</b> Will Be Assessed Subject To <b>A Minimum Charge Of \$50.00.</b></p>	04/18/16
Kosher Charge:	The Charge For The Use Of A Kosher Trailer Is <b>\$325.00.</b>	04/18/16
Nitrogen / Nitrogen Blanket:	The Charge For Nitrogen / Nitrogen Blanket For A Trailer Is The <b>Actual Cost.</b>	04/18/16
Overnight Layover:	<p>A) Applicable When Carrier's Vehicle Arrives At Loading Point, Stop-Off Point, Final Destination Or Is Held At Any Other Designated Point, During Shipper/Consignee Plant Operations Working Hours (See Note). When Due To Causes Attributable To Consignee Or Other Designated By The Carrier, The Shipper Or Consignee Cannot Complete Loading Or Unloading, Thereby Causing Vehicle (Tractor And/Or Trailer) To Remain At Origin, Destination Or Stop-Off Point Or Vicinity Thereof Until The Next Day Or Succeeding Day Or Days To Complete Unloading; Such Overnight Layover Will Be Subject To <b>A Charge Of \$800.00 For Each Overnight Layover.</b></p>	01/17/22
Overnight Layover: (continued)	<p>B) Applicable When Carrier's Vehicle Arrives At Loading Point, Stop-Off Point, Final Destination Or Is Held At Any Other Designated Point, At Other Than Shipper/Consignee Plant Operations Working Hours (See Note). When Due To Compliance With Shipper Requested Dispatch Instructions A Layover Is Required To Complete Unloading, Charges As Outlined In (A) Above, Will Be Applicable.</p> <p><b>NOTE:</b> "Shipper/Consignee Plant Operations" As Used Herein Means The Actual Operating Hours Of The Shipper Or Consignee's Plant.</p>	04/18/16
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ACCESSORIAL	DEFINITION AND RULES								EFFECTIVE DATE		
Fuel Surcharge Provision:	<p>Except As Otherwise Provided In Subsequent Supplements And/Or Revised Pages To This Tariff, <b>The Following Fuel Surcharge Scale Will Be Applied To All Freight Charges For Line-Haul Transportation Services In Connection With Shipments Moving Under The Provisions Of This Tariff.</b> The Fuel Surcharge Will Not Apply To Accessorial Charges With The Exception Of Out-Of-Route Mileage Charges. This Fuel Surcharge Is To Cover The Increased Cost Of Carrier's Fuel And Is Not To Be Considered As Part Of The Line-Haul Revenue Or Gross Revenue. In Applying The Fuel Surcharge Increase, First Determine The Charges That Would Apply For The Line-Haul Transportation, Then Such Charges Will Be Increased Using The Following Scale And Will Be Shown On The Freight Bill Separate From The Freight Charges:</p>								04/18/16		
<b>Weekly DOE Fuel Price \$ / Gallon</b>		<b>% of Line Haul</b>	<b>Weekly DOE Fuel Price \$ / Gallon</b>		<b>% of Line Haul</b>	<b>Weekly DOE Fuel Price \$ / Gallon</b>		<b>% of Line Haul</b>	<b>Weekly DOE Fuel Price \$ / Gallon</b>		<b>% of Line Haul</b>
< \$1.025		0.00%	\$1.775 - \$1.800		11.25%	\$2.550 - \$2.575		19.00%	\$3.325 - \$3.350		26.75%
\$1.025 - \$1.050		0.50%	\$1.800 - \$1.825		11.50%	\$2.575 - \$2.600		19.25%	\$3.350 - \$3.375		27.00%
\$1.050 - \$1.075		1.00%	\$1.825 - \$1.850		11.75%	\$2.600 - \$2.625		19.50%	\$3.375 - \$3.400		27.25%
\$1.075 - \$1.100		1.50%	\$1.850 - \$1.875		12.00%	\$2.625 - \$2.650		19.75%	\$3.400 - \$3.425		27.50%
\$1.100 - \$1.125		2.00%	\$1.875 - \$1.900		12.25%	\$2.650 - \$2.675		20.00%	\$3.425 - \$3.450		27.75%
\$1.125 - \$1.150		2.50%	\$1.900 - \$1.925		12.50%	\$2.675 - \$2.700		20.25%	\$3.450 - \$3.475		28.00%
\$1.150 - \$1.175		3.00%	\$1.925 - \$1.950		12.75%	\$2.700 - \$2.725		20.50%	\$3.475 - \$3.500		28.25%
\$1.175 - \$1.200		3.50%	\$1.950 - \$1.975		13.00%	\$2.725 - \$2.750		20.75%	\$3.500 - \$3.525		28.50%
\$1.200 - \$1.225		4.00%	\$1.975 - \$2.000		13.25%	\$2.750 - \$2.775		21.00%	\$3.525 - \$3.550		28.75%
\$1.225 - \$1.250		4.50%	\$2.000 - \$2.025		13.50%	\$2.775 - \$2.800		21.25%	\$3.550 - \$3.575		29.00%
\$1.250 - \$1.275		5.00%	\$2.025 - \$2.050		13.75%	\$2.800 - \$2.825		21.50%	\$3.575 - \$3.600		29.25%
\$1.275 - \$1.300		5.50%	\$2.050 - \$2.075		14.00%	\$2.825 - \$2.850		21.75%	\$3.600 - \$3.625		29.50%
\$1.300 - \$1.325		6.00%	\$2.075 - \$2.100		14.25%	\$2.850 - \$2.875		22.00%	\$3.625 - \$3.650		29.75%
\$1.325 - \$1.350		6.50%	\$2.100 - \$2.125		14.50%	\$2.875 - \$2.900		22.25%	\$3.650 - \$3.675		30.00%
\$1.350 - \$1.375		7.00%	\$2.125 - \$2.150		14.75%	\$2.900 - \$2.925		22.50%	\$3.675 - \$3.700		30.25%
\$1.375 - \$1.400		7.25%	\$2.150 - \$2.175		15.00%	\$2.925 - \$2.950		22.75%	\$3.700 - \$3.725		30.50%
\$1.400 - \$1.425		7.50%	\$2.175 - \$2.200		15.25%	\$2.950 - \$2.975		23.00%	\$3.725 - \$3.750		30.75%
\$1.425 - \$1.450		7.75%	\$2.200 - \$2.225		15.50%	\$2.975 - \$3.000		23.25%	\$3.750 - \$3.775		31.00%
\$1.450 - \$1.475		8.00%	\$2.225 - \$2.250		15.75%	\$3.000 - \$3.025		23.50%	\$3.775 - \$3.800		31.25%
\$1.475 - \$1.500		8.25%	\$2.250 - \$2.275		16.00%	\$3.025 - \$3.050		23.75%	\$3.800 - \$3.825		31.50%
\$1.500 - \$1.525		8.50%	\$2.275 - \$2.300		16.25%	\$3.050 - \$3.075		24.00%	\$3.825 - \$3.850		31.75%
\$1.525 - \$1.550		8.75%	\$2.300 - \$2.325		16.50%	\$3.075 - \$3.100		24.25%	\$3.850 - \$3.875		32.00%
\$1.550 - \$1.575		9.00%	\$2.325 - \$2.350		16.75%	\$3.100 - \$3.125		24.50%	\$3.875 - \$3.900		32.25%
\$1.575 - \$1.600		9.25%	\$2.350 - \$2.375		17.00%	\$3.125 - \$3.150		24.75%	\$3.900 - \$3.925		32.50%
\$1.600 - \$1.625		9.50%	\$2.375 - \$2.400		17.25%	\$3.150 - \$3.175		25.00%	\$3.925 - \$3.950		32.75%
\$1.625 - \$1.650		9.75%	\$2.400 - \$2.425		17.50%	\$3.175 - \$3.200		25.25%	\$3.950 - \$3.975		33.00%
\$1.650 - \$1.675		10.00%	\$2.425 - \$2.450		17.75%	\$3.200 - \$3.225		25.50%	\$3.975 - \$4.000		33.25%
\$1.675 - \$1.700		10.25%	\$2.450 - \$2.475		18.00%	\$3.225 - \$3.250		25.75%	continue at		continue
\$1.700 - \$1.725		10.50%	\$2.475 - \$2.500		18.25%	\$3.250 - \$3.275		26.00%	\$0.025		at 0.25%
\$1.725 - \$1.750		10.75%	\$2.500 - \$2.525		18.50%	\$3.275 - \$3.300		26.25%	increments		increments
\$1.750 - \$1.775		11.00%	\$2.525 - \$2.550		18.75%	\$3.300 - \$3.325		26.50%			
<p>If Fuel Price Goes Above \$4.00 Per Gallon, Fuel Surcharge Will Be Calculated Using Parameters Consistent With The Scale Above. For Every \$0.025 Per Gallon Increase In Fuel Price, Increase The Percent Of Linehaul By 0.25%.</p>											
<p>An <b>Emergency Fuel Surcharge</b> Can Be Implemented In Extreme Situations Which Create A Sudden Spike In The National Average Price Of Fuel. Examples Of This Can Be Hurricanes And Other Natural Disasters, Or Any Event/Situation Which Creates Sudden Swings In The National Average Price Of Fuel. The Institution Of Such An Emergency Surcharge And The Length It Stays In Effect Is At The Sole Discretion Of HIGHWAY TRANSPORT LOGISTICS, INC. And Can Be Implemented At Any Time And Without Any Notification.</p>											

**ITEMS WITH "R" TO THE LEFT HAVE BEEN REVISED ON THE DATE LISTED IN THIS CONTRACT.**

ACCESSORIAL	DEFINITION AND RULES	EFFECTIVE DATE																																																																																																																																																																																																																																																																
Mileage Commodity Rates:	<p data-bbox="326 222 1292 296">Mileage Commodity Rates Shown Herein May Be Used Only When No Commodity Rates (Other Than Distance Commodity Rates) Have Been Published To Apply From And To The Same Points Over The Same Route. Mileage Determined Using PC Miler Practical Miles.</p> <p data-bbox="326 323 1279 348">Where Exact Distance Is Not Shown, Apply Rate Shown From The Next Greater Distance.</p> <table border="1" data-bbox="318 380 1300 1356"> <thead> <tr> <th colspan="8" data-bbox="318 380 1300 432">MILEAGE COMMODITY RATES RATE IN DOLLARS PER TRUCKLOAD</th> </tr> <tr> <th data-bbox="318 432 472 506">MILES</th> <th data-bbox="472 432 591 506">RATE</th> <th data-bbox="591 432 709 506">MILES</th> <th data-bbox="709 432 828 506">RATE</th> <th data-bbox="828 432 946 506">MILES</th> <th data-bbox="946 432 1065 506">RATE</th> <th data-bbox="1065 432 1183 506">MILES</th> <th data-bbox="1183 432 1300 506">RATE</th> </tr> </thead> <tbody> <tr><td>0 - 100</td><td>1,130</td><td>400</td><td>2,460</td><td>700</td><td>4,120</td><td>1000</td><td>5,880</td></tr> <tr><td>110</td><td>1,160</td><td>410</td><td>2,620</td><td>710</td><td>4,190</td><td>1020</td><td>6,010</td></tr> <tr><td>120</td><td>1,180</td><td>420</td><td>2,630</td><td>720</td><td>4,240</td><td>1040</td><td>6,130</td></tr> <tr><td>130</td><td>1,220</td><td>430</td><td>2,670</td><td>730</td><td>4,300</td><td>1060</td><td>6,240</td></tr> <tr><td>140</td><td>1,270</td><td>440</td><td>2,720</td><td>740</td><td>4,360</td><td>1080</td><td>6,360</td></tr> <tr><td>150</td><td>1,350</td><td>450</td><td>2,760</td><td>750</td><td>4,420</td><td>1100</td><td>6,480</td></tr> <tr><td>160</td><td>1,380</td><td>460</td><td>2,770</td><td>760</td><td>4,470</td><td>1120</td><td>6,590</td></tr> <tr><td>170</td><td>1,420</td><td>470</td><td>2,810</td><td>770</td><td>4,540</td><td>1140</td><td>6,710</td></tr> <tr><td>180</td><td>1,490</td><td>480</td><td>2,840</td><td>780</td><td>4,590</td><td>1160</td><td>6,820</td></tr> <tr><td>190</td><td>1,530</td><td>490</td><td>2,890</td><td>790</td><td>4,650</td><td>1180</td><td>6,940</td></tr> <tr><td>200</td><td>1,710</td><td>500</td><td>2,950</td><td>800</td><td>4,710</td><td>1200</td><td>7,060</td></tr> <tr><td>210</td><td>1,750</td><td>510</td><td>3,010</td><td>810</td><td>4,770</td><td>1220</td><td>7,190</td></tr> <tr><td>220</td><td>1,790</td><td>520</td><td>3,070</td><td>820</td><td>4,830</td><td>1240</td><td>7,300</td></tr> <tr><td>230</td><td>1,850</td><td>530</td><td>3,130</td><td>830</td><td>4,890</td><td>1260</td><td>7,420</td></tr> <tr><td>240</td><td>1,910</td><td>540</td><td>3,180</td><td>840</td><td>4,950</td><td>1280</td><td>7,530</td></tr> <tr><td>250</td><td>2,000</td><td>550</td><td>3,250</td><td>850</td><td>5,000</td><td>1300</td><td>7,650</td></tr> <tr><td>260</td><td>2,170</td><td>560</td><td>3,300</td><td>860</td><td>5,070</td><td>1350</td><td>7,950</td></tr> <tr><td>270</td><td>2,210</td><td>570</td><td>3,360</td><td>870</td><td>5,120</td><td>1400</td><td>8,230</td></tr> <tr><td>280</td><td>2,270</td><td>580</td><td>3,410</td><td>880</td><td>5,180</td><td>1450</td><td>8,530</td></tr> <tr><td>290</td><td>2,310</td><td>590</td><td>3,480</td><td>890</td><td>5,240</td><td>1500</td><td>8,830</td></tr> <tr><td>300</td><td>2,360</td><td>600</td><td>3,530</td><td>900</td><td>5,300</td><td>1550</td><td>9,120</td></tr> <tr><td>310</td><td>2,400</td><td>610</td><td>3,600</td><td>910</td><td>5,360</td><td>1600</td><td>9,410</td></tr> <tr><td>320</td><td>2,420</td><td>620</td><td>3,660</td><td>920</td><td>5,420</td><td>1650</td><td>9,710</td></tr> <tr><td>330</td><td>2,440</td><td>630</td><td>3,710</td><td>930</td><td>5,480</td><td>1700</td><td>10,000</td></tr> <tr><td>340</td><td>2,460</td><td>640</td><td>3,780</td><td>940</td><td>5,530</td><td>1750</td><td>10,300</td></tr> <tr><td>350</td><td>2,500</td><td>650</td><td>3,830</td><td>950</td><td>5,600</td><td>1800</td><td>10,760</td></tr> <tr><td>360</td><td>2,510</td><td>660</td><td>3,890</td><td>960</td><td>5,650</td><td>1850</td><td>11,030</td></tr> <tr><td>370</td><td>2,540</td><td>670</td><td>3,940</td><td>970</td><td>5,710</td><td>1900</td><td>11,290</td></tr> <tr><td>380</td><td>2,570</td><td>680</td><td>4,010</td><td>980</td><td>5,770</td><td>1950</td><td>11,630</td></tr> <tr><td>390</td><td>2,600</td><td>690</td><td>4,060</td><td>990</td><td>5,830</td><td>2000</td><td>11,900</td></tr> </tbody> </table> <p data-bbox="326 1388 1292 1486">Charges On Shipments Over 2000 Miles Shall Be Determined By Use Of The Rate Per Mile of \$5.95. The Fuel Surcharge Scale, outlined on page 5, Will Be Applied To All Freight Charges For Line-Haul Transportation Services In Connection With Shipments Moving Under The Provisions Of This Tariff.</p> <p data-bbox="326 1518 1138 1543">A 20% Surcharge Will Be Added To The Rate For Multi-Compartment Loads.</p> <p data-bbox="326 1570 862 1772">Rates Subject To The Following Cleaning Charges:            \$275.00 – Single Compartment Gen Comm            \$325.00 – Single Compartment Latex            \$350.00 – Single Compartment Acrylates            \$375.00 – Single Compartment Resins            \$400.00 – Multi-Compartment            \$1,200 – MDI Cleaning            \$150 – MDI Prep</p>	MILEAGE COMMODITY RATES RATE IN DOLLARS PER TRUCKLOAD								MILES	RATE	MILES	RATE	MILES	RATE	MILES	RATE	0 - 100	1,130	400	2,460	700	4,120	1000	5,880	110	1,160	410	2,620	710	4,190	1020	6,010	120	1,180	420	2,630	720	4,240	1040	6,130	130	1,220	430	2,670	730	4,300	1060	6,240	140	1,270	440	2,720	740	4,360	1080	6,360	150	1,350	450	2,760	750	4,420	1100	6,480	160	1,380	460	2,770	760	4,470	1120	6,590	170	1,420	470	2,810	770	4,540	1140	6,710	180	1,490	480	2,840	780	4,590	1160	6,820	190	1,530	490	2,890	790	4,650	1180	6,940	200	1,710	500	2,950	800	4,710	1200	7,060	210	1,750	510	3,010	810	4,770	1220	7,190	220	1,790	520	3,070	820	4,830	1240	7,300	230	1,850	530	3,130	830	4,890	1260	7,420	240	1,910	540	3,180	840	4,950	1280	7,530	250	2,000	550	3,250	850	5,000	1300	7,650	260	2,170	560	3,300	860	5,070	1350	7,950	270	2,210	570	3,360	870	5,120	1400	8,230	280	2,270	580	3,410	880	5,180	1450	8,530	290	2,310	590	3,480	890	5,240	1500	8,830	300	2,360	600	3,530	900	5,300	1550	9,120	310	2,400	610	3,600	910	5,360	1600	9,410	320	2,420	620	3,660	920	5,420	1650	9,710	330	2,440	630	3,710	930	5,480	1700	10,000	340	2,460	640	3,780	940	5,530	1750	10,300	350	2,500	650	3,830	950	5,600	1800	10,760	360	2,510	660	3,890	960	5,650	1850	11,030	370	2,540	670	3,940	970	5,710	1900	11,290	380	2,570	680	4,010	980	5,770	1950	11,630	390	2,600	690	4,060	990	5,830	2000	11,900	01/02/23
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Reconsignment Or Diversion:	<p>Shipments Moving On Rates Named In Tariffs Governed By This Tariff May Be Diverted Or Re-Consigned In Transit Or At Billed Destination, Subject To The Following Provisions:</p> <p>A) The Term "Diversion Or Reconsignment" Means A Change In The Name Of Consignee And/OR Destination Of The Entire Shipment, Or Any Portion Thereof, Or Any Other Instructions Given To The Carrier Requiring An Addition To Or Change In Billing Necessary To Effect Delivery, Or Involving An Additional Movement Of Equipment.</p> <p>B) The Charge For Diversion Or Reconsignment As Defined In This Item Will Be <b>\$200.00 For Each Diversion Or Reconsignment</b> In Addition To All Other Applicable Charges.</p> <p>C) On Shipments Diverted Or Reconsigned To A Place Of Unloading Within The Corporate Limits Of The Municipality To Which The Shipment Was Originally Consigned, The Applicable Rate From Point Of Origin To Destination Will Apply In Addition To The Charge Provided In Paragraph (B) Above.</p> <p>D) On A Shipment Diverted Or Reconsignment To A Place Of Unloading Not Within The Corporate Limits Of The Municipality To Which The Shipment Was Originally Consigned, Other Than Point Of Origin, The Rate To Apply (See Exception) Shall Be The Applicable Mileage Rate Based On The Mileage From Point Of Origin To Final Destination Over The Route Of Actual Movement As Per Shipper's Instructions, Computed From The Governing Mileage Guide And Will Apply In Addition To The Charge Provided In Paragraph (B) Above.</p> <p><b>EXCEPTION:</b> When Point Of Diversion Or Reconsignment Is On The Most Direct Highway Route And Is Intermediate To The Final Destination, The Rate To The Final Destination Will Apply.</p>	04/18/16																																																																																																																																																																																																																
Redelivery Fee:	<p>Except As Otherwise Provided, If The Delivery Of A Shipment Is Postponed Or The Delivery Date Changed While En Route To The Consignee, A Redelivery Fee Will Be Applicable.</p> <p>If Redelivery Route Is Comparable To Original Route: A Rate Of 100% Of The Original Linehaul Will Be Applicable. Otherwise, The Rate Applied To The Shipment Will Be <b>A Charge Of \$2.65 For Each Mile Traveled</b>, Subject To <b>A Minimum Of \$630.00</b>. This Charge Will Be In Addition To All Other Charges. Fuel Surcharge Will Be Applicable For All Miles Traveled.</p>	01/02/23																																																																																																																																																																																																																

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ACCESSORIAL	DEFINITION AND RULES	EFFECTIVE DATE
Rejected Shipments:	<p>Except As Otherwise Provided, If For Reasons Not Ascribed To The Carrier, A Shipment Is Rejected Wholly, Or In Part By Consignee At Destination, When Tendered For Delivery, Immediate Return At That Time Under Order Of Shipper Or Consignee, Will Be Subject To Provisions As Stated Below:</p> <p>A) Charges On Rejected Shipments That Initially Moved To A Destination Under Rates Published In Highway Transport Tariffs And Schedules Will Be Assessed As Follows: The Applicable Rate Applied To The Initial Shipment Or <b><u>A Minimum Charge Of \$2.65 Per Loaded Mile</u></b>, Subject To <b><u>A Minimum Of \$1100.00</u></b>. Fuel Surcharge Will Be Applicable For All Miles Traveled.</p> <p>B) Shipments Moving To Or From Points In CA, AZ, NM, CO, UT, And NV Under 365 Specific Point-To-Point Rates Will Be Returned As Undelivered At The Same Rate As The Original Outbound Movement.</p>	01/02/23
Rush Fee:	The Charge For All Loads That Are Requested Less Than Twenty-Four (24) Hours Before Scheduled Pick-Up. Also Applies To Requests To Move Up Pick-Up Date Of Loads Already Tendered. Does Not Apply To Carrier Convenience.	01/04/21
Special Services:	<p>When Carrier Is Requested To Perform Special Services Within A Commercial Zone, Such As Pumping Out Storage Tanks, Tank Cars, Or Other Similar Services, Or To Provide Transportation Service Between Plants Or Other Operating Facilities Owned Or Operated By Shipper, Or Their Customer, <b><u>An Hourly Charge Of \$120.00 Per Hour</u></b> Will Be Assessed, For Each Tractor And/Or Trailer, From The Time Equipment Leaves The Closest Carrier Terminal Until It Returns Thereto (See Note). Fuel Surcharge Will Apply.</p> <p><b>Note 1</b> – Cleaning Charges May Apply.  <b>Note 2</b> – Minimum Hourly Charge On Special Services Will Be Ten (10) Hours.</p>	09/01/21
<b>R</b> Spotting / Storage:	<p>Except As Otherwise Provided, When For A Shipper's Or Consignee's Convenience, A Semi-Trailer Tank Is Spotted At Either The Facility Of The Shipper Or Consignee, Or Any Site Either May Designate, <b><u>A Charge Of \$350.00 Per Tank</u></b> Will Be Made For Each 24-Hour Period, Or Fraction Thereof And Will Apply In Addition To All Other Lawful Charges.</p> <p>When Unscheduled Spotting Is Requested At Either The Facility Of The Shipper Or Consignee, Or Any Site Either May Designate, <b><u>A Charge Of 35% Of The Linehaul</u></b> Will Be Made. All Other Applicable Spotting Charges Will Apply.</p> <p>Trailer Spotting May Also Apply On Trailers Held Due To Advanced Loading / Preloading.</p> <p>When Spotting Is Requested, A Charge Of <b><u>\$2.65 Per Mile</u></b> Will Be Charged For Every Mile Traveled Between Carrier's Point Of Dispatch And The Site Of The Spotting Operation, Based On <b><u>A Minimum Of \$600.00</u></b>. This Charge Will Be In Addition To All Other Charges. Fuel Surcharge Will Be Applicable For Any Excess Or Out-Of- Route Miles Traveled For Trailer Retrieval.</p>	01/02/23
Steam Heating Service:	When Steam Heat Is Required To Heat Commodities Moving In Steam Coiled Trailers In Order To Accomplish Loading Or Unloading At Temperature Requested By Shipper Or Consignee, Such Steam Heat Will Be Furnished By The Shipper Or Consignee. If Steam Heat Is Applied To The Commodity <b><u>A Charge Of \$25.00 For Each Fifteen Minute Period Or Fraction Thereof</u></b> Will Be Assessed By The Carrier For The Delay Unloading Time Required To Heat The Commodity, Including Travel Time Between The Consignee's Plant And The Steam Heating Facilities Of Outside The Consignee's Plant Area.	04/18/16

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Stop-Offs:	<p>A Shipment Moving On A Rate Subject To A Minimum Weight As Provided For Minimum Load (Tariff 100-B), Tendered On One Bill Of Lading Or Shipping Order From One Consignor At One Point Of Origin At One Time Consigned To One Consignee At One Destination May Be Stopped In Transit At Any Point Or Place For The Purpose Of Partial Loading And/OR Unloading Subject To The Provisions Of Paragraph (A), (B), (C), (D), (E), (F), (G), (H), And (I) Hereof:</p> <p>A) Stop-Off Will Only Be Permitted At Points Within The Scope Of Carrier's Operations As Set Forth In This Tariff. Stop-Off Will Be Permitted Only On Shipments Which Move Under Mileage Rates.</p> <p>B) The Bill Of Lading Or Shipping Order Must Show The Point Or Points At Which The Shipment Is To Be Stopped For Partial Loading And/OR Unloading Together With A Complete Description Of The Kind Of Quantity Of Freight To Be Loaded Or Unloaded At Each Point And The Name And Address Of Party To Whom Each Portion Is To Be Delivered. If The Delivery Is Made To Two Or Three Different Addresses Or Locations In The Same Point (City, Town, Or Village), Each Delivery Will Be Considered A Separate Stop In The Application Of This Item.</p> <p>C) The Substitution Of Other Property For That Originally Loaded Or The Exchange Of Contents Of The Load In Any Manner Is Prohibited.</p>	04/18/16
Stop-Offs: (continued)	<p>D) On Shipments Topped Off For Partial Loading And/OR Unloading, Charges Shall Be Determined On The Basis Of The Minimum Weight, Or Actual Weight When Greater, Of The Entire Shipment And At The Applicable Mileage Rate Based On The Total Mileage From Origin Via Stop-Off Point Or Points, To Final Destination As Determined From Governing Mileage Guide.</p> <p>E) In No Case Shall More Than Four (4) Stops Be Permitted In Transit For Partial Loading And Unloading.</p> <p>F) The Charge For Each Stop-Off, Exclusive Of The Stop At Final Destination Shall Be <b><u>\$100.00</u></b> Which Charge Shall Be In Addition To All Other Applicable Charges. When The Applicable Rate Over The Route Of Movement Is A Combination Of Rates To And From The Stop-Off Point Or Points, The Stop-Off Charge Will Not Be Applied At The Point Or Points Over Which The Combination Of Rates Is Made.</p> <p>G) Agent At Stop-Off Point, Or If There By No Agent At Such Point, The Driver Of The Vehicle, Shall Obtain In Writing A Statement Such As A Notation On The Freight Bill, Of The Quantity, Description And Weight Of The Portion Of The Shipment Loaded Or Unloaded At The Stop-Off Point Or Points.</p> <p>H) Partial Unloading Will Be Permitted Only At Point Beyond That At Which The Last Stop For Partial Loading Is Made And Further Loading Of A Shipment Will Be Prohibited After It Has Been Partially Unloaded.</p> <p>I) All Charges For Stop-Off Shipments Must Be Paid In Full By The Consignor Or Consignee.</p>	04/18/16
Team Drivers:	<p>When Team Drivers Are Required For A Delivery, A Fee Of <b><u>25% Linehaul Or \$0.75 Per Total Miles Traveled</u></b>, Whichever Is Greater, Will Apply. This Charge Is Subject To And In Addition To All Other Applicable Charges, And Will Be Paid By The Responsible Party Of The Linehaul Charges.</p>	04/18/16

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Temperature Monitoring / Heat in Transit:	<p>A) Except As Otherwise Provided, Rates Applicable On Commodities Requiring Protection From Heat Or Cold Include The Use Of Insulated Tank Vehicles, But Do Not Include Refrigeration Or Heater Service Nor Do They Obligate The Carrier To Provide Tank Vehicles Specially Equipped To Provided Such Service.</p> <p>B) When Carrier Provides "Heat-In-Transit" Vehicles Upon The Request Of The Shipper Or Consignee That Are Capable Of Maintaining The Heat Of The Product To A Maximum Of 175 Degrees Fahrenheit, <b>An Additional Charge Of \$200</b> Will be Assessed.</p> <p>C) When A Shipment Requiring The Service Described Above Is Tendered To The Carrier, Specific Instructions Concerning The Required Service Including The Temperature To Be Maintained Must Be Furnished To The Carrier And Shown On The Bill Of Lading And/Or Shipping Documents.</p> <p>D) Notification Of Heat-In-Transit Needs To Be Made At Time Of Order Or Carrier Will Not Be Responsible For Temperature Of Product At Delivery.</p> <p>E) If Trailer Spotting Is Necessary And Monitoring Is Required For The Temperature Sensitive Commodity, A Charge Of <b>\$100.00 Per Check or \$500.00 Per 24-Hour Period</b> Will Be Applicable.</p>	01/17/22
Terms of Payment:	Payment Of Freight Shall Be Within Thirty (30) Days Of Receipt Of Invoice. All Balances Exceeding Thirty-Five (35) Days From Invoice Date, Allowing Five (5) Business Days For Receipt Of Invoice, Shall Be Subject To Interest Charges Of 1.5% Per Month. This Charge Is Subject To And In Addition To All Other Applicable Charges, And Will Be Paid By The Responsible Party Of The Linehaul Charges.	04/18/16
TDI:	Applicable To Any TDI Load	01/04/21
Tolls:	Rates Named In Tariffs And Contracts Governed By This Tariff Do Not Include Charges For The Use Of Toll Bridges, Toll Roads, Or Tunnels As Shown Below. When Such Toll Bridges, Toll Roads, Or Tunnels, As Shown Below Are Utilized, Charges Will Be Paid By The Carrier And Shown On The Freight Bill As Advance Charges. Charges Will Be Supported By PC Miler. Such Charges Will Be At <b>Actual Cost</b> Provided By PC Miler And In Addition To All Other Lawful Charges.	01/17/22
Trailer Prep	The Standard Charge For Trailer Prep Shall Be <b>\$125.00</b>	01/17/22
Weighing And Weights / Outside Scale:	<p>A) Where Vehicles Are Weighed On Public Scales, At Origin, Destination, Or En Route To Destination, At The Request Of Shipper Or Consignee, <b>A Charge Of \$35.00</b> Shall Be Assessed For Each Weighing, In Addition To All Other Applicable Charges On The Shipment.</p> <p>B) Carrier Will At The Request Of Shipper Or Consignee Provide A Second Weighing On Scales Specified By The Shipper Or Consignee And All The Consumed In Weighing Vehicle, Before And After Unloading, Shall Be Considered As Time For Unloading, And Such Time Shall Be Subject To Charges In Addition To All Other Applicable Charges.</p> <p>C) When The Request For A Second Weighing On The Shipment Is Made By The Shipper Or Consignee, At A Specified Scale Which Is Out Of Route Or Not On The Direct Line Of Movement, <b>A Charge Of \$2.65 Per Mile</b> Will Apply For Each Mile Traveled Out Of Route To Perform The Requested Weighing, In Addition To All Other Applicable Charges.</p>	09/01/21

**ITEMS WITH "R" TO THE LEFT HAVE BEEN REVISED ON THE DATE LISTED IN THIS CONTRACT.**