

QUALITY CARRIERS, INC.

RATE AND POLICY GUIDE

QLYC 100

Covering:

Rules, Charges, in connection with rate publications.

Effective January 1, 2004

Issued by Quality Carriers, Inc.

This new Quality Carriers Rate and Policy Guide QLYC 100 replaces the former Rules Tariff QLYC 100 dated March 1, 1999.

This Guide is available on the www.qualitydistribution.com website, in the QDI Tools/Rate Requests section or use the following link http://www.qualitydistribution.com/downloads/QLYC_100.pdf. Any changes to this Guide will be noted on the website.

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CREDIT APPLICATION

TERMS GOVERNING EXTENSION OF CREDIT
PAYMENT OF TRANSPORTATION CHARGES

If credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:

- (a) Freight charges - 30 calendar days from the date of the freight bill
- (b) Assessorial charges (e.g. trailer spotting, tank wash, detention) – 30 calendar days from the date of the miscellaneous bill
- (c) Additional charges for freight transportation and related services (e.g. balance due bills) – 30 calendar days from the date of bill for additional charges

NOTE: Errors discovered in bills by customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice customer's claims, filed within the statutory period, for refund of overcharges. If customer receives a bill that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they are not responsible for paying the bill.

Payment of an amount less than stated on a Quality Carrier / TransPlastics invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payor's remittance. Acceptance by Quality Carriers / TransPlastics of the lesser amount will not constitute an accord and satisfaction. The payor will be advised of any remaining balance deemed due after application of the remitted funds.

Finance Charges

Quality Carriers / TransPlastics will assess finance charges of 1% per month (12% per annum) on unpaid bills for freight and miscellaneous charges which are past our credit terms.

Customers with past due amounts will receive a finance charge invoice each month. Finance charges will be assessed on delinquent bills for freight or miscellaneous charges as of the end of the month reduced by amounts in dispute and any payments received by month end but not posted.

Quality Distribution, Inc.
3802 Corporex Park Drive
3rd Floor – Corporate Controller
Tampa, FL 33619
Phone: (800) 282-2031
Fax: (813) 744-5126

CREDIT APPLICATION FOR TRANSPORTATION CHARGES

APPLICATION MUST BE COMPLETED IN ITS ENTIRETY. PLEASE PRINT OR TYPE.

COMPANY NAME

CONTACT NAME

PHYSICAL ADDRESS

CONTACT TELEPHONE/FAX

CITY, STATE, & ZIP

\$ CREDIT REQUIRED (WITHIN 15 DAY PERIOD)

COMPANY NAME AND BILLING ADDRESS IF DIFFERENT FROM ABOVE

STATE OF INCORPORATION YEAR OF INCORPORATION
INCORPORATED LIMITED PARTNERSHIP PARTNERSHIP PROPRIETORSHIP

NATURE OF BUSINESS

PREFERRED METHOD OF PAYMENT:

BANK WIRE TRANSFER EFT (ACH CREDIT/DEBIT)
COMPANY CHECK CASHIER/CERTIFIED CHECK
E-PAY (INTERNET) FEDI (FINANCIAL ELECTRONIC DATA INTERCHANGE)

* PLEASE FURNISH A COPY OF LATEST FINANCIAL STATEMENT OR ANNUAL REPORT *

CREDIT REFERENCES:

COMPANY NAME CONTACT PERSON TELEPHONE/FAX NUMBER

COMPANY NAME CONTACT PERSON TELEPHONE/FAX NUMBER

BANK NAME OFFICER'S NAME TELEPHONE/FAX NUMBER

APPLICANTS MANUAL SIGNATURE TITLE DATE

Applicants signature authorizes credit references to release credit information to Quality Distribution and applicant agreement to comply with the above stated QC / TPI credit terms.

APPROVED: DATE:
Quality Distribution CREDIT DEPARTMENT

INSURANCE SURCHARGE APPLICATION

Applies to all shipments transported in common carriage. Except as provided in future revisions, all line-haul charges (note C), including minimum charges or transportation contracts governed by this publication, or as amended, or as may be amended subsequent to this supplement are hereby, or will be on their effective date, increased as follows: Two percent (2%)

Note A The following disposition of fractions shall be used: When the fractional unit is less than .50. When the fractional unit is .50 or greater, increase to the next higher whole cent.

Note B The term “line-haul” rate or charge means the rate or charge for over the road transportation of a given commodity exclusive of allowances, arbitraries, accessorial or other additional charges. The insurance rate increase authorized herein must be applied to the total line-haul charge for a given shipment.

Note C The increase will be assessed as a percentage of the line-haul freight charge and shall be shown separately on the freight bill of any shipments subject hereto.

FUEL SURCHARGE APPLICATION

FUEL RELATED INCREASE APPLICATION ONLY FOR SHIPMENTS BETWEEN POINTS IN THE FOLLOWING NAMED STATES AND PROVINCES OF CANADA. CT, DE, ME, MA, NH, NJ, NY, OH, PA, RI, VT, WV, ON, and PQ

Except as provided in future revisions, all line-haul charges, including minimum charges, and charges or other services which consume fuel (note B), or transportation contracts governed by this publication, or as amended, or as may be amended subsequent to this policy are hereby, or will be on their effective date, increased as follows: (notes A and C)

NEW ENGLAND		NEW ENGLAND	
DIESEL FUEL INDEX	FUEL SURCHARGE	DIESEL FUEL INDEX	FUEL SURCHARGE
<u>(In cents per gallon)</u>	<u>PERCENTAGE</u>	<u>(In cents per gallon)</u>	<u>PERCENTAGE</u>
118.0 or less	0%	178.1 – 182.0	8.0%
118.1 – 122.0	0.5%	182.1 – 186.0	8.5%
122.1 – 126.0	1.0%	186.1 – 190.0	9.0%
126.1 – 130.0	1.5%	190.1 – 194.0	9.5%
130.1 – 134.0	2.0%	194.1 – 198.0	10.0%
134.1 – 138.0	2.5%	198.1 – 202.0	10.5%
138.1 – 142.0	3.0%	202.1 – 206.0	11.0%
142.1 – 146.0	3.5%	206.1 – 210.0	11.5%
146.1 – 150.0	4.0%	210.1 – 214.0	12.0%
150.1 – 154.0	4.5%	214.1 – 218.0	12.5%
154.1 – 158.0	5.0%	218.1 – 222.0	13.0%
158.1 – 162.0	5.5%	222.1 – 226.0	13.5%
162.1 – 166.0	6.0%	226.1 – 230.0	14.0%
166.1 – 170.0	6.5%	230.1 – 234.0	14.5%
170.1 – 174.0	7.0%	234.1 – 238.0	15.0%
174.1 – 178.0	7.5%	238.1 – 242.0	15.5%
		242.1 see note D	

The New England Diesel Fuel Index will be the average as reported by the Department of Energy, National Energy Information Center, and will be issued on Monday afternoon of each week. The surcharge will be effective on Tuesday and will remain in effect through the following Monday.

Note A: The following disposition of fractions shall be used: When the fractional unit is less than \$.50, omit it. When the fractional unit is \$.50 or greater, increase to the next higher whole cent.

- Note B:** The term “line-haul” rate or charge means the rate or charge for over the road transportation of a given commodity exclusive of allowances, arbitraries, accessorial or other additional charges. The fuel rate increase authorized herein must be applied to the total line-haul charge for a given shipment including any increase.
- Note C:** The increase will be assessed as a percentage of the line-haul freight charge and shall be shown separately on the freight bill of any shipments subject hereto.
- Note D:** For each 4 cents per gallon increase over 242.0, the fuel surcharge will increase by **\$0.5%**
- Note E:** The increase will be assessed on the line-haul rates and charges, exclusive of any insurance charges that are included in the line-haul rates and charges.

APPLICATION EXAMPLES:

- EXAMPLE 1** A shipment from Bangor, ME to Waterford, NY would have the fuel surcharge calculated according to this supplement.
- EXAMPLE 2** A shipment from Bangor, ME to Greensboro, NC would have the fuel surcharge calculated according to supplement 2, using the National Average Index.
- EXAMPLE 3** A shipment from Bangor, ME to Portland, ME would have the fuel surcharge calculated according to this supplement.

FUEL RELATED INCREASE APPLICATION ONLY FOR SHIPMENTS ORIGINATING IN CA, OR, and WA.

Except as provided in future revisions, all line-haul charges, including minimum charges, and charges or other services which consume fuel (note B), or transportation contracts governed by this publication, or as amended, or as may be amended subsequent to this policy are hereby, or will be on their effective date, increased as follows: (notes A and C)

WEST COAST DIESEL FUEL INDEX (PADD 5) <u>(In cents per gallon)</u>		WEST COAST DIESEL FUEL INDEX (PADD 5) <u>(In cents per gallon)</u>	
	<u>FUEL SURCHARGE PERCENTAGE</u>		<u>FUEL SURCHARGE PERCENTAGE</u>
160.0 or below see note F		218.1 – 222.0	13.0%
160.0 – 162.0	5.5%	222.1 – 226.0	13.5%
162.1 – 166.0	6.0%	226.1 – 230.0	14.0%
166.1 – 170.0	6.5%	230.1 – 234.0	14.5%
170.1 – 174.0	7.0%	234.1 – 238.0	15.0%
174.1 – 178.0	7.5%	238.1 – 242.0	15.5%
178.1 – 182.0	8.0%	242.1 – 246.0	16.0%
182.1 – 186.0	8.5%	246.1 – 250.0	16.5%
186.1 – 190.0	9.0%	250.1 – 254.0	17.0%
190.1 – 194.0	9.5%	254.1 – 258.0	17.5%
194.1 – 198.0	10.0%	258.1 – 262.0	18.0%
198.1 – 202.0	10.5%	262.1 – 266.0	18.5%
202.1 – 206.0	11.0%	266.1 – 270.0	19.0%
206.1 – 210.0	11.5%	270.1 – 274.0	19.5%
210.1 – 214.0	12.0%	274.1 – 278.0	20.0%
214.1 – 218.0	12.5%	278.1 – 282.0	20.5%
		282.0 and above see note D	

The West Coast Diesel Fuel Index (PADD 5) will be the average as reported by the Department of energy, national Energy Information Center, and will be issued on Monday afternoon of each week. The surcharge will be effective on Tuesday and will remain in effect through the following Monday.

- Note A:** The following disposition of fractions shall be used: When the fractional unit is less than \$.50, omit it. When the fractional unit is \$.50 or greater, increase to the next higher whole cent.
- Note B:** The term “line-haul” rate or charge means the rate or charge for over the road transportation of a given commodity exclusive of allowances, arbitraries, accessorial or other additional charges. The fuel rate increase authorized herein must be applied to the total line-haul charge for a given shipment including any increase.

Note C: The increase will be assessed as a percentage of the line-haul freight charge and shall be shown separately on the freight bill of any shipments subject hereto.

Note D: For each 4 cents per gallon increase over 282.0, the fuel surcharge will increase by \$0.5%. The increase will be assessed on the line-haul rates and charges, exclusive of any insurance charges that are included in the line-haul rates and charges.

APPLICATION EXAMPLES:

EXAMPLE 1 A shipment from Los Angeles, CA to San Francisco, CA would have the fuel surcharge calculated according to the West Coast Index.

EXAMPLE 2 A shipment from Los Angeles, CA to Tampa, FL would have the fuel surcharge calculated according to the National Index.

FUEL RELATED INCREASE APPLICATION FOR ALL OTHER ORIGINS

Except as provided in future revisions to this supplement, all line-haul charges, including minimum charges, and charges or other services which consume fuel (note C), or transportation contracts governed by this publication, or as amended, or as may be amended subsequent to this supplement are hereby, or will be on their effective date, increased as follows: (notes A, B, and D)

DIESEL FUEL INDEX (In cents per gallon)	FUEL SURCHARGE WILL BE	DIESEL FUEL INDEX (In cents per gallon)	FUEL SURCHARGE WILL BE
118.0 or less	0%	178.1 – 182.0	8.0%
118.1 – 122.0	0.5%	182.1 – 186.0	8.5%
122.1 – 126.0	1.0%	186.1 – 190.0	9.0%
126.1 – 130.0	1.5%	190.1 – 194.0	9.5%
130.1 – 134.0	2.0%	194.1 – 198.0	10.0%
134.1 – 138.0	2.5%	198.1 – 202.0	10.5%
138.1 – 142.0	3.0%	202.1 – 206.0	11.0%
142.1 – 146.0	3.5%	206.1 – 210.0	11.5%
146.1 – 150.0	4.0%	210.1 – 214.0	12.0%
150.1 – 154.0	4.5%	214.1 – 218.0	12.5%
154.1 – 158.0	5.0%	218.1 – 222.0	13.0%
158.1 – 162.0	5.5%	222.1 – 226.0	13.5%
162.1 – 166.0	6.0%	226.1 – 230.0	14.0%
166.1 – 170.0	6.5%	230.1 – 234.0	14.5%
170.1 – 174.0	7.0%	234.1 – 238.0	15.0%
174.1 – 178.0	7.5%	238.1 – 242.0	15.5%
		242.1 and above see note D	

The Diesel Fuel Index will be the National Average as reported by the Department of Energy, National energy Information Center, and will be issued on Monday afternoon of each week. The surcharge will be effective on Tuesday and will remain in effect through the following Monday.

Note A: The following disposition of fractions shall be used: When the fractional unit is less than .50, omit it. When the fractional unit is .50 or greater, increase to the next higher whole cent.

Note B: The term “line-haul” rate or charge means the rate or charge for over the road transportation of a given commodity exclusive of allowances, arbitraries, accessorial or other additional charges. The fuel rate increase authorized herein must be applied to the total line-haul charge for a given shipment including any increase.

Note C: The increase will be assessed as a percentage of the line-haul freight charge and shall be shown separately on the freight bill of any shipments subject hereto.

Note D: For each 4 cents per gallon increase over 242.0, the fuel surcharge will increase by \$0.5%.

Note E: The increase will be assessed on the line-haul rates and charges exclusive of any insurance charges that are included in the line-haul rates and charges.

SECTION 1 – GENERAL SERVICES

The contractual terms and conditions in Section 1 govern all services provided by Quality Carriers, Inc.

ITEM 115: DEFINITIONS OF TERMS**SHIPMENT**

The term “Shipment” as used in this tariff shall be considered to mean freight loaded on one vehicle on one day by one shipper covered by one bill of lading and consigned to one consignee at one destination, except as otherwise provided.

TON

The term “Ton” as used in this tariff shall be considered to mean a ton consisting of 2,000 pounds, except as otherwise provided.

PALLET

The term “Pallet” includes skids or platforms on which bagged products are loaded.

COLLECT SHIPMENT

A collect shipment is one on which a consignor tenders a shipment to a carrier free on board at point of (FOB Origin). Thus the carrier’s charges for the provisions of service are due and primarily collectable from the consignee.

CONTINUOUS MOVEMENT SHIPMENT

A shipment consisting of two or more separate consecutive loads tendered by one or more consignees on one bill of lading for transportation in one unit. The second such load in any such series of loads must be tendered to the carrier simultaneously with the first load in the same series.

CONSIGNOR

The person named in the bill of lading as the person from whom goods have been received for shipment.

CONSIGNEE

The person to whom delivery of goods is to be made

PREPAID SHIPMENT

A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the consignor.

RECEIVER

Unless otherwise defined is to be considered as a synonym for “Consignee”.

SHIPPER

Unless otherwise defined is to be considered as a synonym for “Consignor”.

ROUND TRIP

The term “Round Trip” as used herein and in tariffs governed hereby means the movement of a loaded vehicle from origin to destination and return to origin with a return load.

ROUTE OF CONTINUOUS MOVEMENT

The aggregate number of miles traversed by the unit in connection with a continuous movement shipment, as determined by the use of the governing Mileage Guide (See Item 100), commencing at the carrier's terminal from which the unit was initially dispatched for the continuous movement shipment and ending with return thereto (Note) following the unloading of the last load of such continuous movement shipment, computed as follows:

1. The miles traversed between carrier's terminal (Note) and the point of origin of the initial load; plus
2. The mileage traversed between origin and destination of each load of such continuous movement shipment; plus
3. The mileage, if any, traversed between the destination of any load and the origin of the next consecutive load; plus
4. The mileage traversed between the point of destination of the last load and the carrier's terminal (Note); plus
5. All additional mileage traversed incidental to any of the mileage specified in Subparagraphs (1), (2), (3), (4), hereof, for purposes of internal cleaning of semi-trailer, weighing, detours necessitated by highway restrictions or weight limitation, or by compliance with statute or lawful regulation of any government.

NOTE: When the semi-trailer portion of any unit used for a continuous movement shipment is domiciled at the point of origin of the initial load of such continuous movement shipment, and initial load of such continuous movement shipment, and if the tractor miles and trailer if the tractor miles and trailer spotting charges are assessed in connection therewith pursuant to applicable tariff provisions, the route of continuous movement shall commence and end at the said point of origin.

ITEM 150 APPLICATION OF RULES

The rules, rates and regulations named in this document apply to liquid and dry commodities.

- a. Between points in the United States (except Alaska and Hawaii).
- b. Between points in the United States (except Alaska and Hawaii) and points in the Dominion of Canada.
- c. Between points in the United States (except Alaska and Hawaii) and points in Mexico.

ITEM 160 APPLICATION OF RATES – MILEAGE

Distance or mileage commodity rates 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.

ITEM 242 APPLICATION OF RATES – TO COLLECT SHIPMENTS

All rates in schedules, contracts or any other instruments governed (or referenced) by this policy guide will be subject to this item, unless otherwise specified on the schedule, contract or instrument. When a shipment is transported on a "collect basis" and the collect party is responsible for the freight charges, the appropriate rate in the collect party's contract will apply. Otherwise, Carrier's applicable tariff rates will apply on the shipment.

ITEM 244 APPLICATION OF ACCESSORIAL CHARGES

Accessorial charges in schedules, contracts or any other instruments governed by this policy guide will be subject to this item, unless otherwise specified in the schedule, contract or instrument. Accessorial charges contained in a schedule, contract or instrument will be applicable only to shipments where the line haul rate is taken from the same schedule, contract or instrument, unless otherwise specified.

ITEM 245 APPLICATION OF MILEAGES – Method of Determining Mileages

Except as otherwise provided, where rates and charges make references based on mileages, such mileages will be determined as follows:

Mileages will be shown in HGB 100 Series, issued by Household Goods Carriers' Bureau Agent, and most recent version of Rand McNally Mile Maker.

NOTE: When State, federal or Municipal regulations prohibit the transportation of the commodity via any bridge, ferry, or tunnel, on the shortest practical route, the ratemaking mileage will be computed over the next shortest practical route.

ITEM 360 BILLS OF LADING – COMMODITY DESCRIPTIONS

Each person who offers a commodity for transportation shall furnish the carrier with the proper commodity word description as set forth in the applicable rate tariff and shall describe the commodity on the shipping paper, bill of lading and/or shipping order by such commodity word description.

Each person who offers a hazardous material for transportation shall furnish the carrier with the proper hazardous material description and its hazard class and shall describe the hazardous material on the shipping paper, bill of lading and/or shipping order by such proper hazardous material description and hazardous class in the manner required by Part 172, Subpart C of the Department of Transportation Regulations governing the transportation of the Hazardous Materials by motor, rail and water.

When the commodity word description differs from the hazardous materials description and its hazard class, both descriptions shall be shown on the shipping order, bill of lading and/or shipping order, provided the commodity word description is not inconsistent with the required hazardous material description. The hazardous material description and its hazard class must be shown first and the commodity word description shown last.

ITEM 365 BILLS OF LADING – ACCEPTANCE OF TERMS OF TANK TRUCK BILL OF LADING

Unless otherwise provided in tariffs making reference to this tariff, when property is transported subject to the provisions of such tariffs, the acceptance of the terms of the carrier's tank truck bill of lading is required.

Shipments tendered for movements on ORDER-NOTIFY Bill of Lading, or other form of bill of lading requiring surrender of the original bill of lading prior to delivery of the shipment, will not be accepted.

ITEM 365.5 BILL OF LADING – CONTRACT TERMS AND CONDITIONS

Section 1

- (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner or for natural shrinkage. The carrier's liability shall be that of warehouseman, only for loss, damage or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination, or at the port of export (if intended for export) has been duly sent or given and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss damage or delay occurring while the property is stopped and held in transit upon the request of the shipper owner or party entitled to make such request, or resulting from a defect or vice in the property, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

Section 2

- (a) Except as provided or in carrier's tariff, no carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination provided that the rate visa such alternate carrier is no higher than the carrier issuing this bill of lading. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- (b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury, or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within (90) ninety days after delivery of the property; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

Section 3

Notwithstanding any certification by the carrier on the face hereof, given in accordance with the Hazardous materials Regulations of the U.S. Department of Transportation under Title 18, United States Code, Sections 831-835 (including amendments thereto or recodifications thereof), to the effect that equipment furnished by the carrier is proper equipment for the transportation of the property, carrier shall not be liable for loss of or damage to the property if such loss or damage is the proximate result of carrier's reliance on materially erroneous information furnished by the shipper with respect to the physical or chemical properties of the property.

Section 4

- (a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, car, depot, warehouse, storage facility or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or at other available point, then in other available storage facility, at the cost of the owner and there held without liability on the party of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.
- (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: PROVIDED, that the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and

that it will be subject to sale under the terms of the bill of lading if disposition is not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the party to be notified, and the time and place of the sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. PROVIDED, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

- (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale:
PROVIDED, that if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- (d) Where the procedure provided for in the two paragraphs last proceeding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances in such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage and any lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for, and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.
- (f) Except as provided in any applicable agreement between carrier and shipper designated as a "Key Stop Agreement" the carrier shall not be liable for loss of or damage to the property occurring prior to the time such property enters the vehicle, or prior to the time such property enters the hose, pump or other loading device, if any, supplied by the carrier at the loading point, unless such loss or damage results from carrier's negligence, and the burden to prove from such negligence shall be on the carrier.

Section 5

No carrier hereunder will carry or be liable in any way for any commodity of extraordinary value not specifically rated in the published classification or tariff unless a special agreement to do so and a stipulation value of the commodity are endorsed hereon.

Section 6

- (a) Every party, whether principal or agent, shipping explosives or dangerous goods subject to the Hazardous materials Regulations of the U.S. Department of Transportation under Title 18, United States Code, sections 831-835 (including amendments thereto or recodifications thereof) who fails to describe such goods in accordance with the provisions of the said Regulations shall be liable for and indemnify the carrier against all loss or damage proximately resulting from the failure to so described the goods, and such goods may be stored at owner's risk and expense or, if no storage facility is reasonable available, such goods may be destroyed without compensation after reasonable notice of intent to destroy such goods has been mailed, sent, or given to the owner or his agent and the owner or his agent as the case may be, has been afforded a reasonable opportunity it claim or receive such goods.
- (b) Carrier is not required to furnish, and shall not be liable for loss of or damage to the property resulting from its failure to furnish, equipment designed to maintain or change the temperature of the property during transportation but if, upon request of the shipper, carrier agrees to furnish such equipment, or transport such equipment furnished by the shipper, shipper must stated on the face hereof the temperature of the property during transportation. Carrier shall not be liable for loss of or damage to the property if such loss or damage is the proximate result of shipper's failure to so state the temperature at the time of loading and the required temperature or temperatures during transportation, or of carrier's reliance on a materially erroneous statement thereof by shipper.

Section 7

The owner or consignee shall pay the freight on all other lawful charges occurring on said property; but except in those instances where it may lawfully be authorized to do so, no carrier

shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment the consignor (except as hereinafter provided) shall not be liable for such charges:

PROVIDED, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper, or consignor, such consignee shall not be legally liable for the transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to which the beneficial owner is such consignee shall he be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Section 8

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

Section 9

- (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1983 and entitled "An Act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.
- (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers, or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, of from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage, and when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate, for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is unusual to carry the same upon deck.
- (d) General Average shall be payable according to the York-Antwerp Rules of 1923. Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy an properly manned, equipped, and supplied, it is hereby agreed that in case of danger, damage, or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, here machinery or

appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees, and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the ship owner in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

- (e) If the property is being carried under a tariff, which provides that any carrier or carriers party thereto shall be liable for loss from perils of sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (f) The term “Water Carriage” in this section shall not be construed as including lighter age in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

Section 10

Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

ITEM 400 CARRIER’S LIABILITY COVERAGE

- (a) Except in the case of faulty or defective tank truck equipment, carrier’s liability begins upon completion of the loading of the tank truck and ceases upon placement of tank truck for unloading.
- (b) Carrier shall not be liable for any delays caused by act of God, the public enemy, the authority of law, riot, strikes, civil commotion, the act or default of the shipper or owner, or any causes beyond the carrier’s control.
- (c) Carrier’s liability shall be defined and limited to the following:
 - (1) Worker’s Compensation and Employer’s Liability Insurance as prescribed by applicable law;
 - (2) Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance of not less than \$5,000,000.00 combined single limit per occurrence, including the following supplementary coverage’s: (i) Contractual Liability Insurance to cover liability assumed under this Agreement and (ii) Product and Completed Operations Liability Insurance;
 - (3) Automobile Liability (Bodily Injury and Proper Damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned, and hired vehicles; and
 - (4) Cargo claims will be based upon the manufacturing or commodity cost of the product, including transportation costs. Cargo claims are limited to a maximum of \$50,000.00 USD per occurrence.

ITEM 400A CHARGES FOR EMPTY DEADHEAD MILEAGE ON CONTINUOUS TRIP MOVEMENTS

Except as otherwise provided, rates applying only on continuous tip movements include the charge for empty deadhead mileage from the destination of the outbound load to the origin of the inbound load.

ITEM 406.5 SELECTED CHARGES FOR MOST FREQUENTLY USED ACCESSORIAL SERVICES

(This item published for information purposes only – Refer to the specific item numbers contained in Rules Tariff QLYC 100 series for the actual provisions and charges)

- (1) Accessorial charges (other than those listed below) may be applicable for services provided.
- (2) Both listed and unlisted charges are subject to change
- (3) Charges for all accessorial services apply in addition to the line haul charges.

LIQUID COMMODITIES

SERVICE	QUALIFER	CHEMICALS & PETROLEUM		ACIDS		DRY COMMODITIES	
		DAILY	SAT./SUN.	DAILY	SAT./SUN.	DAILY	SAT./SUN.
Advance	Per 24 hour	\$160.00	\$140.00	\$140.00	\$140.00	\$1400.00	\$140.00
Loading	or fraction	+\$2.20 mi	+\$2.50 mi	+\$2.20 m	+\$2.50 mi	+\$2.20 mi	+\$2.50 mi
Air Blower	When order	\$25.00	\$25.00			\$25.00	\$25.00
Air Comp	When order	\$25.00	\$25.00			\$25.00	\$25.00
Air Dryer	When order	\$25.00	\$25.00			\$25.00	\$25.00
Burner							
(Asphalt)	When order	\$68.00					
Deadheading	Per mile	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20
Detention	Per ½ hour						
	or fraction	\$38.00	\$45.00	\$38.00	\$45.00	\$38.00	\$45.00
Free time	Loading	2.0	2.0	2.0	2.0	2.0	2.0
Free time	Unloading	2.0	2.0	2.0	2.0	2.0	2.0
Heel							
Disposal	Per gallon	\$13.00	\$13.00	\$13.00	\$13.00		
Hose							
Standard	Per length						
	over 2	\$29.00	\$25.00	\$29.00	\$29.00	\$29.00	\$29.00
S/S	Per length						
	over 1	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
Teflon	Per length						
	over 1	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
Meter							
Equipment	When order	\$25.00	\$25.00				
Nozzles (S/S)	When order	\$35.00	\$35.00				
Nozzles(Std)	When order	\$25.00	\$25.00				
Pump (Boat)	When order	\$40.00	\$40.00	\$40.00	\$40.00		
Pump (S/S)	When order	\$35.00	\$35.00	\$35.00	\$35.00		
Pump (Std)	When order	\$25.00	\$25.00	\$25.00	\$25.00		
Spotting	Per 24 hour						
	Or fraction	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Tank							
Cleaning	See item 429						
Tank Cln.	Per compart						
Compartment	over 1	\$45.00	\$45.00				
Layovers	Overnight 1 man - \$305.00; 2 men - \$425.00			Weekend – 1 man \$920.00; 2 men - \$2530.00			
Re-delivery							
Of shipments	\$2.20 per running mile – minimum charge	\$325.00 (except CA (\$345.00))					

ITEM 410 CLAIMS – FREIGHT – STATUTE OF LIMITATIONS

Freight Claims by Shipper and Carrier shall be governed by Section 11706 (A and B) of Title 49, United States Code, as amended.

For Shippers covered by this tariff to recover overcharge claims and by the carrier to recover undercharge claims must commence within 90 days after the original invoice date.

ITEM 429 CLEANING AND WASTE DISPOSAL (TANK)

When carrier is requested to furnish tank vehicle for the transportation of the liquid and dry commodities specifically listed below, which because of their inherent nature require expensive and time consuming cleaning and waste disposal before the tank vehicle so used can be returned to service, the charges set forth below shall be assessed on the initial loading. If scraping of the tank is required in order to remove all residue, an additional charge of **\$62.00** per hour, or fraction thereof, shall be assessed in addition to the cleaning charge provided herein. These charges, expressed in dollars per cleaning, are in addition to all other lawful charges assessed against the shipment.

The charges shall not be made on subsequent loading of the same tank vehicle so long as said tank vehicle remains continuously in the exclusive use of the same consignor unless such consignor requests that the tank vehicle be cleaned after delivery of any of these loadings, in which case the applicable charges shall be applied on the next loading of these commodities following such requested cleaning.

When two or more commodities named on this item are shipped at one time in a compartmented semi trailer, the applicable cleaning charge will be the highest applicable charge on any commodity in the semi trailer.

Product Class	Price		Product Class	Price
Acids	\$195		Hydrocarbons	\$185
Adhesives	\$286		Hypochlorite	\$185
Alcohols	\$199		Ink	\$250
Amines	\$185		Isecticide	\$185
Ammonia	\$185		Latex	\$225
Ammonium	\$185		Marine Pollutant	\$240
Antiseptic	\$185		Oxidizers	\$185
Bleach	\$185		Paint	\$362
Calcium	\$185		Peroxide	\$185
Carbon	\$185		Pesticides	\$220
Catalyst	\$195		Petroleum	\$211
Caustics	\$185		Pharmaceuticals	\$185
Chelating	\$185		Phenols	\$452
Clay	\$222		Plastics	\$185
Cleaning Products	\$197		Plasticizers	\$208
Coal Tar	\$304		Poisons	\$236
Coatings	\$265		Polymers	\$237
Corrosive	\$196		Polyols	\$222
Cryogenics	\$290		Potable Water	\$200
Defoamer	\$200		Refrigerants	\$185
Detergent Grade	\$185		Resins	\$265
Dust Control	\$240		Santicizer	\$211
Dyes	\$250		Silica	\$185
Emergency Service	\$282		Silicone	\$222
Emulsion	\$236		Sizings	\$203
Esters	\$185		Sludge	\$194
Fatty Acids	\$185		Slurry	\$250
Fertilizers	\$185		Soap	\$185
Fire Retardants	\$185		Solvents	\$188
Flam Gas	\$210		Stabilizers	\$207
Flammable	\$223		Sulfuric Acid	\$185
Flocculants	\$250		Surfactants	\$185
Food Grade	\$185		Tallow	\$185
Fungicides	\$218		Waste	\$250
Glycols	\$185		Water Treating Compounds	\$245
Hazardous	\$202		Wax	\$185
Herbicides	\$231			

ITEM 429.20 CLEANING (TANK) AND DISPOSAL OF WASTE FROM COMPARTMENTED TANK VEHICLES

When it is requested, an/or the loading requires it, a multi-compartmented (2 or more) tank vehicle is used, a charge, in addition to all other applicable charges of \$45.00 for each compartment over and above one will apply.

NOT APPLICABLE:

- (a) Where cleaning is not actually performed at the expense of the carrier. When the carrier, for his convenience, provides a compartmented tank vehicle in lieu of
- (b) A single compartment tank vehicle.

ITEM 429.40 HEEL DISPOSAL (Liquid and Dry Commodities)

Carrier requires inspection of interior of tanks, after unloading by consignee and

- (a) removal of all remains of the commodity adhering to the inner surface of tank and where any quantity is allowed to remain in tank, carrier will have same removed, as per paragraph
- (b) and will dispose of it by whatever means available and consignee or shipper will forfeit and claims to salvage. If upon completion of a shipment, product heel remains in the carrier's tank, requiring
- (c) draining and proper disposal before cleaning a charge of **\$25.00** per gallon for each gallon of heel will apply. This charge will be in addition to all other applicable charges and is to be paid by the consignee.

ITEM 430 COD SHIPMENTS

No COD shipments will be accepted under the provisions of this tariff.

ITEM 500 DETENTIONSection 1 General Provisions

- (a) Except as otherwise specifically provided, when not attributable to the carrier, the loading or unloading of freight is delayed and the carrier's vehicle is detained at or on the premises of the consignor or consignee or at a place designated by either the consignor or consignee for the service requested, the provisions of this item are applicable.
- (b) Free time for each vehicle will be as provided in Section 3 of this item. After the expiration of free time, charges will be assessed as provided in Section 3 herein.
- (c) 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 (Notes A and B).

NOTE A:

Not applicable on stop-offs for loading or unloading as set forth in items 900 or 900.2. On stop-offs for loading or unloading as set forth in items 900 or 900.2, the detention charges at all stop-offs, as well as the final delivery, must be prepaid.

NOTE B

When shipments are consigned to waste disposal facilities, unloading detention charges due the carrier will be assessed against the party responsible for the line haul freight charges.

Section 2 Computation of Time

- (a) time will be computed from the time the tank truck arrives on premises of a plant until the time when all connections have been removed, necessary shipping documents have been executed, and the tank truck is ready to leave the premises.

Section 3 Free Time

- (a) Except as otherwise provided in paragraph (b), free time for loading and unloading operation is as follows:

PRODUCTS	FREE TIME (IN HOURS)	
	LOADING OPERATIONS	UNLOADING OPERATIONS
All Commodities	2	2

- (b) When, through no fault of the carrier, vehicles are detained at the United States/Canadian International Boundary or United States/Mexican International Boundary, charges will be assessed after the expiration of one (1) hour free time.

Section 4 Charges

Except as provided in exceptions below, the following charges will be assessed when delay of vehicle exceeds free time provided in Section 3.

<u>Detention on Weekdays (excluding holidays)</u>	<u>The Charge Is</u>
For each 30 minutes, or fraction thereof	\$38.00
<u>Detention On Saturdays, Sundays or Holidays (Note A)</u>	<u>The Charge Is</u>
For each 30 minute, or fraction thereof	\$45.00

Note A: Not applicable on Saturdays or Sundays in connection with line haul shipments of 600 miles or greater (one way tariff miles.)

ITEM 505 DETOUR ROUTE

When the route from origin to destination normally used by the carrier is closed due to conditions beyond the control of the carrier, and carrier is required to use a longer route, the normally applicable rate will apply. In addition to the addition to the normally applicable rate a charge of **\$2.20** cents per mile will be assessed for all in excess of the normally applicable mileage (See Item 245)

ITEM 515 DRUMMING (TERMS AND CONDITIONS)

No drumming shipments will be accepted under the provisions of this tariff.

ITEM 520.10 EQUIPMENT – REQUEST FOR SPECIAL LINED OR RUBBER-LINED TANK

When rubber or special lined tank is requested by the shipper or is required to transport the commodity, an additional equipment leasing charge must be negotiated with Resource management in Tampa prior to acceptance of the shipment.

ITEM 520.23 EQUIPMENT – CHARGES FOR BURNER (Applies only on Asphalt and Asphalt Products)

Carrier will, upon request of shipper or consignee, furnish tank trucks equipped with burner, if available, subject to a charge of **\$68.00** per truckload, in addition to all other applicable charges.

ITEM 520.35 EQUIPMENT – HOSE

When hose is required or requested to affect either pick-up or delivery, or both, of a single shipment, either two or three-inch hose (not both), inside diameter, will be provided, if available, subject to the following conditions and charges.

- (a) Two lengths of hose will be provided without additional charge in connection with shipments of commodities other than Acid in MC-310, MC-311, or MC-312 tanks.
- (b) One length of hose will be provided without charge in connection with shipments of Acid in MC-310, MC-311, or MC-312 tanks.

- (c) Lengths of hose shall be calculated on the basis of the number required from the carrier’s discharge point (pump, blower, etc.) to the point of intake.
- (d) Charges for hose provided, whether used or not, in addition to the lengths of hose stated in Paragraphs (a) and (b) above are as follows:

<u>HOSE TYPE</u>	<u>CHARGES – LENGTHS OF HOSE</u>
Hose (other than listed below)	\$29.00
Stainless-Steel, Teflon	\$61.00

- (e) When necessary for the carrier to dispatch a service truck to either origin or destination to provide extra hose, an additional charge of **\$39.00** per hour, or fraction thereof, from the time the vehicle leaves the terminal until it returns thereto, will be charged subject to a minimum of **\$315.00**.

ITEM 520-45 EQUIPMENT – PUMPING OR AIR FACILITIES, NOZZLES AND METERS

When equipment listed below is required, or requested, by consignor or consignee prior to movement of the shipment, such equipment, if available, will be furnished by carrier subject to the charges and provisions stated below.

Stop-off Shipment: the following charges will be assessed one (1) time for each shipment regardless of the number of stop-offs required for either partial loading or unloading.

<u>EQUIPMENT ORDERED</u>	<u>CHARGES</u>
Pump (other than stainless steel or boat deliveries)	\$25.00
Pump (stainless steel)	\$35.00
Pump (boat deliveries)	\$40.00
Air Blower	\$25.00
Air Compressor	\$25.00
Air Dryer	\$25.00
Hot Air Extractor	\$50.00
Nozzles (other than stainless-steel)	\$25.00
Nozzles (stainless steel)	\$35.00
Meter Equipment	\$25.00

ITEM 520.49 (DB) EQUIPMENT – VACUUM LOADING SYSTEM (DRY AND GENERAL)

APPLICATION

This item provides charges for the use of specialized vacuum tractor(s) and/or trailer(s) when used to transfer dry bulk commodities from silos, storage bins, boxes, trailers, railcars, etc.

HOSE CHARGE

See item 520.35 herein

VACUUM TRAILER AND TRAC-VAC SERVICE WITHOUT HIGHWAY SHIPMENT FOLLOWING

Charge **\$85.00** (Notes 1 and 3), **\$125.00** (Notes 2 and 3) per hour, or fraction thereof, for all hours spent at job site, subject to a minimum of 6 hours per day. See deadheading (item 406.5) plus actual cost of any toll charges.

Tank Cleaning Charge **\$187.00**

Note 1: Monday through Saturday charge

Note 2: Sunday and Holiday Charge

Note 3: For service provided by carrier’s East Rutherford, NJ terminal, the charge shall be **\$84.00** per hour, or fraction thereof, minimum 5 hours per day, all days.

Deadhead miles to be charged at **\$2.20** cents per mile computed; thus: figure total miles from origin terminal and return thereto, via route of movement, then subtract there from twice the one-way miles plus 10% of twice the one-way revenue-producing miles. The difference remaining is the deadhead miles. A cleaning charge of **\$187.00** will apply

CANCELLATION OF VACUUM TRAILER SERVICE ORDERS

See item 985 for cancellation charge

If the truck had been dispatched and is enroute or, upon arrival is cancelled, the following charges will apply:

\$2.20 cents per mile from terminal of dispatch and return thereto. Actual cost of all tolls for bridges, tunnels, ferries and toll roads.

\$187.00 cleaning charge if product is loaded or circulated through trailer and then removed.

EXTRA HELP

When a helper is requested or required to assist in vacuum service, a charge of **\$40.00** (note 1), **\$60.00** (note 2) per hour or fraction thereof, will apply, hours to be computed from time of departure from terminal of origin to time returned thereto.

Note 1: Monday through Saturday charge

Note 2: Sunday and Holiday charge

ITEM 520.50 EQUIPMENT – “VAPOR RECOVERY SYSTEM”

Except as otherwise provided, carrier will, upon request of the consignor or consignee, furnish, if available, a tank vehicle equipped with a vapor recovery system (closed loop system). A charge of **\$125.00** shall be applicable on each shipment for which tank vehicle so equipped is ordered and provided.

ITEM 560 EXTRA LABOR – (TEAM DRIVERS)

When the carrier is required to supply a two-man sleeper team to meet a scheduled delivery or when a two-man sleeper team is requested by a shipper a charge of **\$.30** cents per mile shall apply. In either event, the shipper shall be notified that the provisions of this item are applicable. Miles shall be calculated over the actual route of movement using the Rand McNally Practical Mile function from the initial origin point of the shipment to the final destination.

ITEM 567.30 HAZARDOUS WASTE TRANSPORTATION FEE – MASSACHUSETTS

Shipments of hazardous waste logged or manifested for transport in Massachusetts, from, to or within the State of Massachusetts are subject to an additional charge of **\$1.82** cents per pound on shipments manifested in pounds or in dollars or dollars and cents per load and **\$18.2** cents per gallon on shipments manifested in gallons.

ITEM 567.40 HAZARDOUS WASTE SALES TAX – NEW YORK STATE

On shipments of hazardous waste, the total charges shall be subject to an additional charge of seven percent (**7%**).

ITEM 567.50 HAZARDOUS WASTE TRANSPORTATION FEE - PENNSYLVANIA (Applicable only from, to or through Pennsylvania)

1. The transportation of hazardous waste (except as provided in Paragraph 2) shall be subject to an additional of **\$.15** cents per hundred weight, in addition to all other applicable charges (Note 1)
2. The transportation of hazardous waste to or from a recycler shall be subject to an additional charge of **\$7.5** cents per hundred weight, in addition to all other applicable charges (Note 2)

Note 1: For purposes of computing the fee, each shipment requiring the use of a hazardous waste manifest, to or from a Pennsylvania hazardous waste facility, or between two Pennsylvania hazardous waste facilities, shall be considered a discrete transportation activity and subject to the charges shown above.

Note 2: The term “recycler” shown in Paragraph 2 above shall mean any verified recycling process which uses, reuses or reclaims hazardous waste or which generates hazardous waste as a by-product of the recycling process.

ITEM 573 MEXICAN FEES AND DEMURRAGE CHARGES (New Addition – Items Not Brought forward Are Hereby Cancelled)

- (1) Crossing Fees at Laredo, TX
 - Southbound through Laredo, TX for furtherance to Mexico (loaded trailers)
 - Non-Placarded Products via New World Trade Bridge **\$220.00**
 - Placarded Products via Columbia Bridge **\$300.00**
 - Empty clean Trailers southbound for Mexico **\$80.00**
 - Terminal Fee per shipment **\$100.00**
 - Northbound through Laredo, TX for furtherance to the US
 - Crossing at either bridge (Loaded) **\$190.00**
- (2) Crossing Fees at Brownsville, TX
 - Southbound through Brownsville, TX for furtherance to Mexico
 - All Products – loaded trailer **\$215.00**
 - Empty clean trailer **\$80.00**
 - Northbound through Brownsville, TX for furtherance to the U.S.
 - Loaded trailer **\$150.00**
 - Terminal fee per shipment **\$100.00**
- (3) Trailer Demurrage (Trailer units detained in Mexico)
 - Free time at border Crossing to move trailers into Mexico **48 hours**
 - Travel time in Mexico **no charge**
 - Free time for unloading at consignee **24 hours**
 - Demurrage charge for each 24-hour period or fraction thereof **\$75.00**
- (4) Demurrage for each Tractor/Driver combination at the following Border crossing sites:

<u>Arizona</u>	<u>California</u>	<u>Texas</u>	
Bisbee, AZ	Calexico, CA	Del Rio, TX	McAllen, TX
Nogales, AZ	Otay Mesa, CA	Eagle Pass, TX	Reynosa, TX
		El Paso, TX	

 - Free time – 2 hours on arrival at Broker’s yard site in the U.S.
 - Charge: **\$40.00** per hour or faction thereof (applies from 8AM to 5PM daily until the unit is returned to the U.S.)
 - Overnight Layover: **\$250.00**

ITEM 573.5 MEXICAN GOVERNMENT CONSIGNMENTS

Shipments consigned to Mexican Government Agencies shall be subject to an additional charge of **\$250.00** per shipment, in addition to all other applicable charges. These charges must be prepaid.

ITEM 578 LOADING AND UNLOADING

- a. The carrier at the rates named herein will deliver vehicles to the plant of the shipper. The actual loading will be performed by the shipper.
- b. On bulk shipments, the carrier will perform the unloading service.
- c. On bag shipments, the carrier will place the vehicle for unloading at the place designated by the consignee and consignee will accept delivery from tailgate of vehicle.
- d. Docks and warehouses at point of delivery shall be so located as to afford free access to vehicle and be served by highways capable of supporting the weight of loaded vehicles without danger of damage to vehicles, cargo or other property.

ITEM 578.1 LOADING – ADVANCE

When at the shipper’s or consignee’s request, a vehicle does not proceed immediately to 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 **\$160.00** will be made for each period of 24 hours, or fraction thereof, that the vehicle is so held; provided, however that if the shipment is destined to a point more than 200 miles from the point of origin, the computation of such charges will commence following the expiration of 12 hours free time. Under this item, the computation of time will

begin when the loaded vehicle arrives at the location where it is to be held and shall continue until such time as the loaded vehicle shall proceed toward its destination (Note A). If, in the performance of the advance loading service, a carrier is required to travel any miles in excess of the miles which would have been traveled if a carrier’s vehicle had proceeded immediately to destination, the excess miles will be subject to charges as follows: the charges determined under this item are in addition to all other lawful charges

- (a) Applies on days other than Saturdays, Sundays and Holidays **\$2.20** per mile
 - (b) Applies on Saturdays, Sundays, and Holidays **\$2.50** per mile
- Note A: The time on Sundays will be excluded from the computation of time.

ITEM 578.3 LOADING AND UNLOADING – EVACUATION OF POWER VEHICLE

- (a) When a shipment is handled by a two-man sleeper team operation and when the shipper or consignee requires both drivers to evacuate the carrier’s unit while loading or unloading is being performed, and additional charge of **\$7.00** per each 15 minute period or fraction thereof, will be assessed for the second driver. Time to be computed from the time the carrier’s equipment arrives at the loading or unloading site until the time the carrier’s equipment is ready to depart from the premises. Charges set forth herein will be in addition to all other applicable charges and shall be paid by the party requesting this service.
- (b) When a shipment is handled by a two-man sleeper team operation, only one driver will assist in the loading and/or unloading of carrier’s equipment; except that when shipper or consignee so requests, the second driver will also assist in loading or unloading operations. Under these conditions, an additional charge of **\$7.00** per each 15-minute period, or fraction thereof, will be assessed for the time the second driver assists in such loading and/or unloading. These charges will be in addition to all other applicable freight charges and shall be paid by the party requesting this service.

ITEM 610 MINIMUM CHARGES

Except as otherwise provided herein, the line haul charges for a given load shall not be less than **\$325.00**. Line haul charges shall be construed to mean “charges other than accessorial or other additional charges which apply in connection with a given load.” The minimum charge will not apply when two or more loads are tendered by one shipper to one carrier for transportation in one tank vehicle on one day without delay between loads and interior tank cleaning between loads is not required.

ITEM 650 MOVEMENT SUBJECT TO MILEAGE TABLES

Where the mileage to point of destination exceeds mileage blocks specifically shown in tariffs governed hereby, apply the mileage to the next whole distant mileage block listed.

ITEM 672 OVERNIGHT – LAYOVER AND WEEKEND LAYOVERS

OVERNIGHT LAYOVERS

1. When carrier’s vehicle arrives at point of loading, unloading, stop-off and/or final destination between 8:00AM and 5:00PM on a day between Monday and Friday, inclusive, or on Saturday or Sunday if so requested by shipper or consignee and the shipper or consignee cannot complete loading and/or unloading on the date of arrival, the time the vehicle is detained between 8:00AM and 5:00PM, or the time the driver is released if later than 5:00PM, will be charged for according to the Detention of Vehicles Rules (see item 500). If the vehicle (tractor and trailer) is detained until 8:00AM the following morning at such point or in the vicinity thereof and the driver is not required to remain on duty, item 500 will not apply from 5:00PM, or the time the driver was released if later than 5:00PM, until 8:00AM the following morning and in lieu thereof, the following charges will apply to such overnight layover
 - (a) For a single-driver operation **\$305.00**
 - (b) For a two-man sleeper team operation **\$425.00**

If the vehicle (tractor and trailer) is further detained, charges outlined above or in Paragraph 2 below, as applicable, will apply the same as if the vehicle had just arrived, except that no free time as provided in item 500 will be allowed.

WEEKEND LAYOVERS

- 2. When carrier’s vehicle arrives at point of loading, unloading, stop-off and/or final destination between 8:00 AM. and 5:00 PM. on a Friday, and the shipper or consignee cannot complete loading on the day of arrival, the time the vehicle is detained between 8:00 AM. and 5:00 PM, or the time the driver is released if later than 5:00 PM will be charged for according to the Detention of Vehicles Rules (see item 500). If the vehicle (tractor and trailer) is detained over the weekend until 8:00AM Monday at such point, or in the vicinity thereof, and the driver is not required to remain on duty, item 500 will not apply from 5:00PM on Friday, or at the time the driver was released if later than 5:00PM, until 8:00AM Monday morning and in lieu thereof, the following charges will apply to such weekend layover.
 - (a) For a single-driver operation **\$920.00**
 - (b) For a two-man sleeper team operation **\$2530.00**

If the vehicle (tractor and trailer) is further detained, charges outlined above or in paragraph 1 above will apply the same as if the vehicle had just arrived, except that no free time as provided in item 500 will be allowed.
- 3. When carrier’s vehicle arrives at point of loading, unloading, stop-off and/or final destination other than between 8:00AM and 5:00PM and when due to compliance with shipper and/or consignee instructions, a lay-over is required to complete loading and/or instructions, a lay-over is required to complete loading and/or unloading, charges for detention time after 5:00PM as provided in Paragraph 1 or 2 above, whichever applies, will be applicable.

ITEM 710 PALLETIZED SHIPMENTS

Rates applicable herein will also apply on commodities in bags when loaded on shipper-owned pallets.

ITEM 720 PAYMENT OF CHARGES SHIPMENTS OTHER THAN EXPORT SHIPMENTS

- (a) When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party’s name and address must appear in the body of the bill of lading and shipping order at time of original tender.
- (b) Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of Quality Carrier’s Inc. and this tariff. See item 720.10.

ITEM 720.5 PAYMENT OF CHARGES – EXPORT – IMPORT SHIPMENTS

All rates and charges contained in tariffs making reference hereto are stated in lawful money of the United States and all payments for services provided under the terms of such tariffs are payable in lawful money of the United States or its equivalent in other currency at the exchange rate in effect on the date of service.

ITEM 720.10 PAYMENT OF CHARGES (CREDIT REGULATIONS)

Charges for services performed by carrier subject to rate and charges herein and in tariffs governed hereby must be paid to such carrier within **30** days (including Saturdays, Sundays and legal holidays) from the date of service pursuant to 49 C.F.R. Part 1320.2(c). The credit period shall begin on the day following presentation of the freight bill.

ITEM 750 PICK-UP OR DELIVERY SERVICE AT PIERS OR RAIL FACILITIES

When a container is picked up or delivered to a pier with or without a line haul, a charge of **\$2.20** cents per mile, subject to a minimum charge of **\$184.00** (see exceptions) shall be assessed for each pick-up or delivery to the pier.

Two hours free time will be allowed to pick-up or deliver containers. Time in excess of free time will be subject to the charges provided in item 500 of rules tariff QLYC 100 series (detention of vehicles) and shall be assessed to the party responsible for payment of the domestic freight charges.

EXCEPTIONS: Ports in New York, except Staten Island **\$195.00 minimum charge**
 Staten Island **\$170.00 minimum charge**

ITEM 750.5 PICK-UP AND DELIVERY UNDER LABOR DISTURBANCE CONDITIONS

1. If the carrier is not permitted to enter the plant for pick-up, because of picketing or any other condition due to labor disputes, it shall be considered as a canceled order and the provisions of item 985 shall apply.
2. If the carrier is not permitted to enter the premises of the consignee for delivery of a shipment due to labor disputes, the load shall be considered as undeliverable and the provisions of item 860 shall apply.
3. No carrier equipment shall attempt to enter or leave a property at which there is in existence a labor disturbance without first receiving a written request from shipper or consignee to attempt to provide the service and obtain personnel who will operate the equipment during the process of entry to and/or departure from the property. Personnel, if available, will be provided by the home office of the carrier and subject to the following charges per man:
 - a. **\$.57** cents per mile for all miles traveled
 - b. **\$195.00** per 24-hour period, or fraction thereof, for food and lodging.
 - c. **\$79.00** per hour, or fraction thereof, subject to a minimum charge of **\$315.00**
 - d. Actual expenses for guard service at a carrier’s terminal will be billed to the shipper when, at the discretion of the carrier, it becomes necessary to hire such outside service.
4. Charges under the provisions of this item shall run from the time of departure from the point of dispatch until return thereto. Charges under this item shall be paid by the party placing with the carrier the written request for service subject to this item. The charges under this item shall be in addition to all other lawful charges.
5. Shipper or consignee agrees to indemnify, protect and hold harmless the carrier from and against any and all liability, loss, damage, or expense, cause of action, suits, claims and judgment, including reasonable legal judgment, including reasonable legal expenses which may arise or grow out of any injury to or death of persons or damage to property of carrier (real or personal whosoever located), which liability may arise because of carrier’s assistance in providing equipment to the shipper or consignee under this item.

ITEM 754 PICK-UP OR DELIVERY SERVICE – SUNDAY OR HOLIDAYS (Note G)

When a shipper or consignee requires pick-up, delivery, spotting or movement any part of which occurs on ‘Sundays (Note G) or Holidays’, charges computed as follows will be applicable in addition to all other lawful charges.

- a. **40%** of the line hauls charge in tariffs governed hereby, subject to a minimum additional charge of **\$142.00** and a maximum additional charge of **\$289.00** per unit, per man, per day.
- b. The following, or the days on which they are celebrated, shall be deemed Holidays

New Years Day	Columbus Day (Note B)
Lincoln’s Birthday (Note F)	Labor Day
George Washington’s Birthday (Note A)	Veteran’s Day (Note C)
Martin Luther King’s Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day (Note E)
Memorial Day	Day before Christmas (Note F)
Independence Day	Christmas Day
	Election Day (Note D)

- c. The following, or the days on which they are celebrated, shall be deemed Holidays on traffic to or from points in Canada
- | | |
|----------------------|--------------------------------|
| Boxing Day | Dominion Day |
| Civic Day | Queens Birthday (Victoria Day) |
| Day Before Christmas | Remembrance Day |
- d. For purposes of this item, whenever a Holiday occurs on Sunday, it shall be observed on the succeeding Monday.
- Note A: Not applicable when service is performed by utilizing the carrier's terminal location at Charleston, WV, or Friendly, WV.
- Note B: Applies only when service is performed by utilizing the carrier's Bridgeport, NJ, or East Rutherford, NJ terminals.
- Note C: Applies only when service is performed by utilizing the carrier's East Rutherford, NJ or Newark, NJ terminals.
- Note D: Applies only when service is performed by utilizing carrier's East Rutherford, NJ or Newark, NJ terminals.
- Note E: Applies only when service is performed utilizing carrier's terminal location at Bridgeport, NJ, East Rutherford, NJ, Tonawanda, NY, and Charleston, WV, or Friendly, WV.
- Note F: Applies only when service is performed by carrier's East Rutherford, NJ or Tonawanda, NY terminals.
- Note G: Not applicable on Sundays in connection with line haul shipments of 600 miles or greater (one way tariff miles).

ITEM 755 PICK-UP OR DELIVERY SERVICE – SATURDAYS

Applicable only when service is performed by utilizing the carriers terminal located at East Rutherford, NJ; Carteret, NJ; Keasby, NJ; or Newark, NJ.

When a shipper or consignee requires pick-up, or delivery, spotting or movements, any part, which occurs on Saturdays, charges computed as follows will be applicable in addition to all other lawful charges

Note **40%** of the line hauls charges subject to a minimum additional charge of **\$142.00** and a maximum additional charge of **\$289.00** per unit, per man, per day.

Not applicable on Saturdays in connection with line haul shipments of 600 miles or greater (one way tariff miles)

ITEM 770 PREPAYMENT

Unless assurance of payment satisfactory to the carrier is made in advance of shipment, all charges on the shipment must be prepaid. (See exception)

Exception: Shipments consigned for export into Mexico must be prepaid by the shipper. Prepayments will include responsibility by the shipper for line haul freight, detention, storage, stop-off, pumping and other legally published charges as provided for in this tariff, which may accrue at the origin, destination, designated border crossing or transfer point.

ITEM 820 RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned in transit or at billed destination, subject to the following provisions:

- The term "diversion or reconsignment" means a change in the name of the consignee and/or destination of the entire shipment, 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.
- The charge for diversion or reconsignment as defined in this item will be **\$67.00** for each diversion or reconsignment in addition to all other applicable charges. Charges on such shipments including any detention accrued at the final destination, must be prepaid.
- On shipment diverted or consigned to a place of unloading not within the corporate limits of municipality to which the shipment was originally consigned, the applicable rate shall be determined from mileage tables in tariffs referring hereto, based on the

- mileage from point of origin to final destination over the route of actual movement, computed in accordance with the applicable mileage guide and will apply in addition to the charge provided in paragraph (b) above.
- d. Freight charges must be prepaid and will be computed on the actual number of pounds or gallons loaded, subject to the minimum load requirements as provided herein.
 - e. Time consumed waiting for orders, will be considered part of unloading time and charges will be assessed as provided in item 500 (detention of vehicles)

ITEM 830 REDELIVERY OF SHIPMENT

When, for reasons not ascribable to the carrier, a shipment cannot be delivered and the carrier is requested to hold a shipment in the trailer at the carrier's terminal or any other point, and then redeliver the shipment to the original destination, a charge of **\$2.20** cents per running mile subject to a **\$325.00** minimum charge, shall apply for the redelivery.

The rate in effect for the original shipment will apply. All charges from the item will be for the account of the party requesting the redelivery. These charges will be in addition to all other applicable charges.

ITEM 848 RELEASED VALUE

If at the time of shipment, the shipper refuses or fails to indicate the actual or declared value of the property to be shipped, the value of the property will be considered by the carrier as release to a maximum value of \$50,000.00 per shipment.

At the time of shipment, if the shipper indicates on the bill of lading a property value which exceeds \$50,000.00, the line-haul rates and/or charges governed hereby will be subject to an additional charge equal to fifty percent (50%) of such rates and/or charges.

Amended bills of lading, subsequent to the pickup of shipment, which add an actual or declared value, will not be accepted by the carrier.

The actual or declared value of the property must be entered on the shipping bill of lading as follows:

"The actual or declared value of the property is hereby specifically stated by the shipper to be \$_____.

ITEM 860 RETURNED, UNDELIVERED, REJECTED OR REFUSED SHIPMENTS

Except as otherwise provided, if, for reasons not ascribable to the carrier, a shipment is rejected wholly or in part by consignee at the time when the shipment is offered for unloading by the Carrier, but before the actual unloading occurs at the destination, it or the part rejected may be returned to point of origin upon order of the shipper or consignee. Upon rejection, carrier must contact shipper with instructions before trailer is moved.

Except as otherwise provided, the rate for return movement of rejected shipments will be **\$2.20** cents per mile from destination to original origin, subject to a minimum charge of **\$212.00**.

Time consumed waiting for orders, under this item, will be considered part of the unloading time and detention charges will be assessed as provided in item 500 (Detention of Vehicles)

When, for reasons not ascribable to the carrier, a shipment is rejected wholly or in part by consignee after the shipment is unloaded at destination, it or part rejected may be returned to point of origin upon order of shipper or consignee. The rate for return movement of such rejected shipment will be the rate in effect on the date of return movement from original origin to destination.

Shipments moving under the provisions of this rule will be determined to be a prepaid shipment regardless of the terms set forth on the shipper bill of lading. All charges, including accessorial charges resulting from the movement under this rule will be billed to the shipper.

ITEM 870 RETURN LOADS

When a shipment is tendered to the carrier, and at the same time, carrier is requested to transport a return load in conjunction with the initial outbound movement, the following conditions will apply:

1. Bill of Lading – outbound load – The bill of lading shall identify the consignor and the consignee of the return load and the location of each, the destination of the return load must be the same point as the origin of the outbound load or in the same commercial zone, as defined by the Interstate Commerce Commission; or destination of outbound load must be the same point as origin of return load or in the same commercial zone, as defined by the Interstate Commerce Commission.
2. Bill of Lading – return load – The bill of lading shall identify the consignor and the consignee of the outbound load, and the location of each. This bill of lading shall include a statement that the return load is available for immediate loading and is handled in accordance with the provisions of item 870.

When a shipment is tendered to the carrier, and at the same time, carrier is requested to transport a return load in conjunction with the initial outbound movement, the following conditions and charges will apply:

3. Charges – Under the provisions of this item, the outbound movement will be subject to the applicable tariff rate. The rate applying on the return load shall be computed on the basis of **50 percent (50%)** of the applicable published mileage table rate from origin to destination of the return load. Provisions of this paragraph will not apply when the return shipment is subject to a rate(s) referenced with the (BH) symbol or is a reload rate(s).
4. Payment of Charges – Either the consignor or consignee of the initial outbound movement shall pay all applicable charges for both the outbound and return loads.
5. Empty Mileage – Empty mileage between the destination of the outbound load and the origin of the return load or between the destination of the return load and the origin of the outbound load, will be subject to a charge of **\$2.20** cents per mile to be added to all other applicable charges to be paid by the party responsible for the total charges.
6. Tank Cleaning – The bill of lading issued to cover the initial outbound load shall include a statement by the consignor electing the application of the following provisions:
 - (a) The tank furnished is suitable for the transportation of the return load of a compatible product for transportation in the same tank vehicle or
 - (b) The tank will be cleaned by the consignor or consignee at their expense. Where the consignor or consignee cleans the tank, a maximum of two hours free time will be allowed in addition to the provisions of item 500 and 672 or
 - (c) Charges for cleaning procedure shall be as shown in the attached cleaning guidelines.
7. Non-application – The provisions of this item will not apply.
 - (a) when the mileage of the return load, from the point of pick-up to destination, and the empty deadhead mileage from the destination of the initial outbound load to the origin of the return load, combined, exceeds the mileage for the outbound load by more than 50% or when the mileage of the return load, from the point of pick-up to destination and empty deadhead mileage from the destination of the return load to the origin of the outbound load, combined, exceeds the mileage of the outbound load by more than 50% and/or
 - (b) When the empty deadhead mileage from destination of the outbound load to origin of the return load exceeds 25% of the mileage of the initial outbound load, or when the empty deadhead mileage from destination of the return load to origin of the outbound load exceeds 25% of the initial outbound load and/or
 - (c) When mileage of the initial outbound movement is less than 300 miles.

ITEM 882 SHIPMENTS TRANSPORTED IN OTHER THAN CARRIER-PROVIDED TRAILER

When a shipment is being transported in other than a carrier-provided trailer a rate of **\$2.20** cents per mile (note A) will be assessed for all mileage involved when the carrier has to provide the following services.

1. Send the tractor to point of pick-up.
2. Pick-up trailer at any point other than designated loading point.
3. Deliver trailer to destination other than destination of load.

4. Send tractor back to terminal after final spotting.
Charges shall be paid by the party responsible for the line haul charges. This item shall not be construed as obligating the carrier to furnish such service.
Note A. For all miles traveled by the tractor (terminal to terminal), other than those traveled in line haul service, which are in excess of ten percent (10%) of the line haul miles will be charged for at **\$2.20** cents per mile, subject to a maximum allowable mileage of 50 miles. Mileage in excess of 50 miles will be charged for at **\$2.20** cents per mile.

ITEM 888 RETURN OF CONTAINERS/EXCESS MILES

- (a) On shipments loaded from the pier to an inland destination, rates herein include return of the empty container to other than pier of pick-up, the normal line haul charge will apply, plus an excess mileage charge computed in the following manner:
 1. Determine the one-way tariff mileage and multiply by two to determine the round-trip tariff miles.
 2. Determine the actual miles traveled from pick-up pier to delivery point to which container is returned to carrier’s originating terminal.
 3. The difference between the round-trip tariff miles and the actual miles traveled shall be billed at **\$2.20** cents per mile. This charge is in addition to all other applicable charges
 - (b) When, at the request of the consignor or consignee, the carrier is required to travel miles (see note) in excess of twice the one-way tariff miles, the normal line haul charge will apply, plus an excess mileage charge computed in the following manner.
- Note: Miles include all miles traveled from the carrier’s originating terminal and return thereto over the actual route of movement.
1. Determine the one-way tariff mileage and multiply by two to determine the round-trip tariff miles.
 2. Determine the actual miles traveled from the carrier’s originating terminal over the actual route of movement and return to the originating terminal.
 3. The difference between the round-trip tariff miles and the actual miles traveled shall be billed at **\$2.20** cents per mile. This charge is in addition to all other applicable charges.

ITEM 890.5 SPECIAL SERVICES – ACCESSORIAL OR EMERGENCY

1. Accessorial or Emergency service will be provided, if practical. Such service will be charged for as follows:
 - a. For services performed on Sundays or Holidays as defined in item 754, the following rates apply:

Tractor and trailer	\$84.00 per hour
Tractor only	\$74.00 per hour
Service truck	\$56.00 per hour

 Charges are stated in dollars and cents per hour, or fraction thereof, subject, except as otherwise provided, to a minimum of **8** hours
 - b. For services performed on days other than those provided in item 754, the following rates apply:

Tractor and trailer	\$68.00 per hour
Tractor only	\$58.00 per hour
Service truck	\$42.00 per hour

 Charges are stated in dollars and cents per hour, or fraction thereof, subject, except as otherwise provided, to a minimum of **8** hours

Time shall begin when the carrier’s equipment leaves carrier’s terminal and continue until equipment is returned to the carrier’s terminal from which dispatched. Any delay directly attributable to the carrier will be subtracted from the total time. Time of equipment departure and arrival at the terminal will be indicated on the bill of lading and freight bill of each shipment.

ITEM 890.20 SPECIAL SERVICE – HEATING (Heating in Transit)

1. Except as otherwise provided, carrier will, upon request of consignor or consignee, furnish, if available tank vehicle equipped with a controlled heating-in-transit system. A charge of \$150 shall be applicable on each shipment for which a tank vehicle so equipped is ordered and provided.
 2. When a shipment is transported in a shipper-provided tank vehicle containing a heating system utilizing tractor-supplied heat, carrier will, upon request of such shipper, furnished if available, a tractor equipped to supply heat to the shipper-provided trailer. A charge of **\$58.00** shall be applicable on each shipment for which a tractor so equipped is ordered and provided.
 3. Charges set forth in this item shall be in addition to all other lawful charges assessed against the shipment.
- Not applicable on commodities named in list 7.

ITEM 890.25 SPECIAL SERVICES – HEATING

When, upon request of shipper or consignee, a shipment is stopped in transit for the purpose of heating the lading by steam or any other means, the carrier will charge for the following:

First hour, or fraction thereof	\$64.00
Each additional fifteen minutes, or fraction thereof	\$16.00

Carrier will apply heat for the length of time prescribed by the shipper or consignee. Heating time will be deemed to start at the time the heat is applied to the lading and shall end when the heat is removed. It shall be the responsibility of the shipper or consignee to make arrangements for the use of steam and other heating facilities at its own expense, although carrier will, if requested, attempt to locate such facilities and make arrangements for their use provided, however, that the shipper or consignee shall agree to be responsible for any expense incurred for the use of such facilities.

Time consumed by heating at shipper's site of pick-up and/or consignee's site of delivery shall be considered as loading and/or unloading time and shall be charged for as provided in item 500.

ITEM 895.3 SPOTTING SEMITRAILERS OR EXCLUSIVE USE OF VEHICLES

SECTION 1 SPOTTING (Notes A and C)

- (a) 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, a charge of **\$150.00** per tank plus the charges herein for accessorial equipment, will be made for each 24-hour period, or fraction thereof, and will apply in addition to all other lawful charges. One half-hour free time will be allowed for each spotting of trailer, except that when trailer is spotted for unloading of a line haul shipment, the free time provided in item 500 will be allowed. One half-hour free time will be allowed for each pick-up of trailer resulting from spotting, except that when trailer is picked up for transport of a line haul shipment, the free time provided in item 500 will be allowed.
- (b) When, in connection with such spotting, it becomes necessary to move tractors without semi trailers, the following charges will be assessed covering the movement of such tractors:
When, the spotting is requested for either loading or unloading of a shipment, a charge of **\$2.20** cents per mile will be charged for the miles traveled from the carrier's terminal from which the equipment was dispatched to the loading and/or unloading site and return, subject to a minimum charge of **\$68.00** each way (see exception below)
- (c) When the spotting is requested for any other purpose and not load is transported subject to a line haul (note D) rate or charge, the spotting charge shall be **\$210.00** for each 24-hour period or fraction thereof, plus a charge of **\$2.20** cents per mile will be charged for every mile traveled between carrier's terminal from which the tractor was dispatched and the site of the spotting operation subject to a minimum charge of **\$68.00** each way. An additional charge, as per item 429, will be applicable for interior cleaning of the tank vehicle upon its return to the carrier.

- (d) Carrier will spot trailer for loading, unloading and/or storage at the shipper’s and/or consignee’s designated location with the further consideration that shipper and/or consignee, as the case may be, will reimburse carrier for all damage sustained to carrier’s equipment while in shipper’s and/or consignee’s possession.
- (e) When the vehicle spotted is a chassis only, the charge shall be **\$75.00** per 24-hour period, or fraction thereof.
- (f) When a motor carrier’s trailer is used in the transportation of shipments in intermodal service (service a part which is performed by a non-motor carrier), all miles traveled by the motor carrier’s trailer on its own wheels while in the control of the said “non-motor carrier” will be charged for a rate of **\$.23** per mile. Mileage shall be determined by the shipper and furnished to the motor carrier for its use in billing the shipper.

Exception 1

When the service is performed by utilizing carrier’s terminal located in Carteret, NJ, or Newark, NJ; **\$79.00** each way will apply.

Exception 2

When service is performed by utilizing carrier’s terminal located in Albany, NY or Branford, CT; a minimum charge of **\$68.00** each way will apply.

SECTION 2 EXCLUSIVE USE (Notes A, B, C, D, and E)

- (a) When upon request of a shipper or consignee, a semi trailer is engaged exclusively in its service for a period of not fewer than thirty consecutive days, the following provisions apply (except as provided in Sub-paragraphs (b) and (c)).
When such equipment is not in line haul use for any twenty-four hour period during the thirty consecutive day period, a standby charge of **\$100.00** per day, per vehicle will be charged.
- (b) When, upon request of a shipper or consignee, a semi trailer is engaged exclusively in its service for the transportation of liquid ethylene for a period of not fewer than one thousand four hundred sixty consecutive days, the following provisions apply:
When such equipment is not in line haul use for any twenty-four hour period, a standby charge of **\$95.00** per twenty-four hour period per vehicle, excluding Saturdays, Sundays and Holidays (as defined in item 754) will be charged.
- (c) When, upon request of a shipper or consignee, a semi trailer is engaged exclusively in its service for the purpose of transporting liquefied natural gas and cryogenic liquid (except liquid ethylene) and such semi trailer is not in line haul use for any twenty-four hour period, a standby charge of **\$105.00** per day, excluding Saturdays, Sundays, and Holidays (as defined in item 754) will be charged.
- (d) When, upon request of a shipper or consignee, a semi trailer is engaged exclusively in its service for a period of not fewer than ninety days, a charge of **\$110.00** per day (excluding Saturdays, Sundays and Holidays as defined in item 754), per vehicle, will be assessed when such equipment is not in use during a 24-hour period.

Note A The provisions of Section 1 and 2 of this item do not alternate, except when equipment subject to paragraph (a) of section 2 is not utilized in “line-haul service” (see note D) during each thirty day period, the charge in section 1, paragraph (c) shall apply.

Note B To obtain a semi trailer under the provisions of section 2 of this item, the request to the carrier must be in writing and must be received in advance of placing the semi trailer.

Note C The cost of repairing damage to the semi trailer while in the spotting or exclusive use service, and attributable to he who had the semi trailer in the service, will be determined by the carrier and billed to he who had the semi trailer in the service, and in addition to the applicable 24-hour charge, will be billed for all periods of 24 hours, or fraction thereof, to he who had the trailer in service for the 24-hour periods during which the semi trailer leaves the service, awaits repair, is repaired and returned to service or during the time the semi trailer is taken out of service and is sold.

Note D As used in this item, the term “line-haul” rate or charge means the rate or charge for over-the-road transportation of a given commodity.

Note An additional charge as published in item 429 will be applicable for interior cleaning of the tank vehicle upon its return to the carrier.

**ITEM 900 STOP-OFFS (Partial Loading or Unloading)
(Except as shown in item 900.2) (Notes A and D)**

- (a) Except as otherwise provided, shipments in bulk only may be stopped in transit enroute between original point of origin and final point of destination to complete loading or to partially unload, or both. Charges on such shipments, including any detention accrued at the final destination, must be prepaid. (See note).
 - (b) Shipments stopped in transit to complete loading may be made by only one shipper. Shipments stopped in transit to partially unload may be delivered to two or more consignees at two or more destinations or two or more consignees within the corporate limits of any one city or town.
 - (c) Shipments loaded or unloading, as the case may be, at two or more points within the corporate limits of the same city or town shall be considered as being stopped in transit for partial loading or unloading under the provisions of this item.
 - (d) If a shipper wishes a shipment partially loaded at more than one place of loading and/or partially discharged at more than one place of unloading, a charge of **\$65.00** per stop will be made for each pick-up and/or delivery, in addition to the applicable rate from point of origin to final destination over the route of movement. A shipment shall not be stopped for partial unloading prior to the completion of all stops on such shipment for loading. Substitution of freight is prohibited.
 - (e) On stops for partial loading and/or unloading, as described above, one-half hour free time will be allowed on each loading or unloading point. Time consumed waiting for orders will be considered part of the loading and/or unloading time. Total free time allowable under provisions of this paragraph shall not be less than that applicable under the provisions of item 500 (Detention of Vehicles).
 - (f) The term “loading stop” is hereby defined to include any stop made pursuant to instructions by the shipper for the purpose of loading, regardless of whether or not any loading is performed. The term “delivery stop” is hereby defined to include and stop made pursuant to instructions by the shipper for the purpose of delivery of any part of the lading regardless of whether or not any delivery is made, or for the purpose of delivering proceeds of collections to the shipper or his agent.
- Note A Service as described in this item will not be provided on shipments, which require the use of MC-310, MC-311, or MC-312 tank vehicles.
- Note B The provisions of this item will have application to specific or general commodity rates only when the stop-off point or points are on the most direct highway route between origin and final destination.
- Note C When stop-off service is requested on movements at points not on the direct highway route, apply mileage table rates published in the applicable rate tariff. Rates will be based on the actual mileage over the route of movement.
- Note D Shipments on which specific or general commodity rates apply will be stopped-off for partial loading and/or unloading only when the line haul freight charges on the shipments are \$315.00 or more.

ITEM 900.2 STOP-OFFS FOR PARTIAL UNLOADING – SERVICE STATION DELIVERIES OF BULK PLANTS

- (a) Except as otherwise provided, shipments to service stations and shipments to bulk plants in conjunction with service station deliveries may be stopped in transit at not more than four (4) points enroute between than four points enroute between original and final point of destination. Charges on such shipments must be prepaid.
- (b) Shipments stopped in transit to partially unload may be delivered to two or more consignees at two or more destinations, or to two or more consignees within the corporate limits of any one city or town.
- (c) Shipments unloading at two or more points within the corporate limits of the same city or town, shall be considered as being delivery stops in transit for partial unloading, under the provisions of this item.
- (d) Except as otherwise provided, a charge of **\$30.00** per delivery stop will be made for each delivery, exclusive of the original pick-up and the final delivery, in addition to the applicable rate.
- (e) On deliveries made to service stations, the rate on the entire shipment shall be computed on one-half of the round trip mileage, based on the mileage over the actual route of movement, as per shipper’s instructions. Equipment assigned to service station

- deliveries will be equipped with meters, when available. A meter charge of **\$14.00** per load will be assessed in lieu of the charges provided in item 520.45.
- (f) On stops for partial unloading, as described above, one-half hour free time will be allowed at unloading point. Time consumed waiting for orders will be considered part of loading and/or unloading time. Total free time allowable under provisions of this paragraph shall be not less than that applicable under the provisions of item 500 (detention of vehicles).
 - (g) The term “delivery stop” is hereby defined to include any stop made pursuant to instructions by the shipper for the purpose of delivery of any part of the lading regardless of whether or not any delivery is made, or for the purpose of delivering proceeds of collections to the shipper or his agent.

ITEM 957.10 TOLL CHARGES

- (a) Each shipment subject to this tariff that either originates or is destined to points in New York State Counties and New Jersey Counties will be subject to the payment of actual toll charges.
- (b) Rates do not include charges for the use of toll roads, bridges, ferries, or tunnels. When toll road facilities are used, the charge will be paid by the carrier and shown on the freight bill as advance charges and supported by a receipt substantiating such charges have been paid. Such charges are to be in addition to the rate and all other shipment related charges.
- (c) Where delivery of any commodity moving under services provided by Quality Carriers and using toll bridges, tunnels, or toll roads, the actual toll charge will be added to all other applicable freight charges.

ITEM 959 TRANSFER OF LADING – VEHICLE TO VEHICLE (Not applicable when shipments are subject to item 520.49)

- (a) A handling charge of **\$.49** per 100 pounds for commodities rated in cents per 100 pounds, subject to a minimum charge of **\$195.00** will be assessed each time a transfer of a shipment is made by use of the carrier’s equipment and shall be in addition to all other lawful charges.
- (b) When the consignor or consignee requests the carrier to furnish extra help to assist in the loading or unloading of a railcar, a charge of **\$39.00** per hour, per man, subject to a daily minimum charge of **\$236.00** per man will apply in addition to all other applicable charges. Time in excess of eight hours per day will be charged for at **\$39.00** per hour, per man. Time shall be computed from time the man departs from the terminal of dispatch until his return thereto.

ITEM 985 VEHICLES ORDERED BUT NOT USED (CANCELLATION OF VEHICLE ORDERS)

When an order by a shipper for a tractor-trailer unit is canceled by shipper or consignee after the vehicle has been dispatched from a terminal, a charge of **\$2.20** per mile traveled (item 100) will be made, subject to a minimum charge of **\$325.00**. In addition, the vehicle shall be subject to detention charges as specified in item 500 (Detention of Vehicles), except that no free time will be allowed. If such cancellation takes place on a Sunday or Holiday as described in the Sunday and Holiday rule, the minimum charge as set forth in items 754, 754.1 (Sunday and Holiday Rule) shall apply in addition to the charges set forth above. When loading has begun prior to cancellation, a charge as shown in item 429 will be made to cover cleaning of said vehicle.

EXCEPTIONS:

- (1) Except as otherwise provided, when the vehicle ordered is subsequently canceled for shipment of the commodity for which the vehicle was specifically ordered, but such ordered vehicle is used immediately at the same shipping point, the provisions of this item shall not apply.

- (2) On shipments subject to the provisions of item 578.2 (return loads), when a tractor-trailer unit has been dispatched for pick-up of the secondary movement under the provisions of item 870 (return loads) and such secondary movement is canceled upon orders from consignor or consignee, a charge of **\$2.20** cents per mile traveled will apply subject to a minimum charge of **\$189.00** from and or to points or original destinations.
- (3) Vacuum trailers shall be **\$368.00**

ITEM 992 WEIGHING AND WEIGHTS (CHARGE FOR WEIGHING VEHICLE)

Unless otherwise provided, freight charges shall, at shipper's option, be based on one of the following methods of weight determination.

The description of the commodity and the weight of the

- (1) Shipment shall be shown by shipper on the shipping order or bill of lading.
- (2) Shipper shall show on shipping order or bill of lading the actual gallons loaded and the specific gravity at temperature loaded.
- (3) Shipper shall show on shipping order or bill of lading the actual gallons loaded and the weight per gallon at temperature loaded.

In the absence of elections of one of the foregoing methods, where a vehicle is weighed on public scale, at the request of shipper or consignee, a charge of **\$24.00** shall be assessed for each service (note A) in addition to the applicable rate on the shipment.

Time consumed in weighing vehicle, before or after loading, or both, at the point of shipment, shall be considered as part of time for loading and subject to charges and provisions as set forth in item 500 (Detention of Vehicles).

Time consumed in weighing vehicle, before or after loading, or both, at the point of shipment, shall be considered as time for unloading and subject to charges and other provisions set forth in item 500 (Detention of Vehicles). Charges to be prepaid.

Carrier shall provide shipper and/or consignee with a calibration charge for the trailer utilized. When a load has been weighed on a certified scale at or near point of origin and when upon examination of the transporting vehicle there is no evidence of loss of commodity, the freight charges shall be based on the weight recorded on the certified scale at or near point of origin.

Note A The word "service" as used in this item shall be considered to mean weighing of the vehicle empty and loaded.