

# **PHOENIX CRANE SERVICE**

## **PHX-100-A RULES TARIFF**

**MC-1263491**

### **TARIFF GOVERNING RULES, REGULATIONS AND SCOPE OF OPERATIONS**

APPLICABLE ON SHIPMENTS  
BETWEEN POINTS IN THE UNITED  
STATES, CANADA, and MEXICO  
and INTERMODAL SHIPMENTS

**This Tariff Applies on International, Interstate, and Intrastate Traffic.**

**EFFECTIVE:** 06-01-2023

Issued by:

PHOENIX CRANE SERVICE, INC.  
1855 Dickerson Drive  
Mableton, GA 30126

## SECTION 1 – GENERAL TERMS

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### ITEM 100

#### DEFINITIONS

1. The term “**shipment**” means a lot of freight tendered by a shipper to a carrier at one place at one time for delivery to one consignee at one destination on one bill of lading.
2. The term “**point**” means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
3. The term “**place**” (see NOTE A) means a particular street, address or other designation of the factory, store, warehouse, place of business or private residence at a “point.”
4. The term “**site**” means a particular platform or specific location for loading or unloading at a “place.”
5. The term “**truck**” means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
6. The term “**business day**” means each day, Monday thru Friday, excluding holidays.
7. The term “**holiday**” means any day designated as a full holiday (not ½ day) nationally, by Federal or State Statute or by local proclamation. When the holiday falls on Sunday, the following Monday will be considered a “holiday.”
8. The term “**carrier**”, “**consignor**” or “**consignee**” include the authorized representatives or agents of such “carrier”, “consignor” or “consignee.”
9. The term “**Consignor to load the shipment**” means the consignor will perform the complete service of loading the freight in or on the carrier’s truck and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished by and at the expense for the consignor.
10. The term “**Consignee to unload the shipment**” means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carriers’ truck.
11. The term “**ton-mile**” means a measurement of the freight transportation performed by the carrier on a given shipment, the total of which consists of the sum of the products obtained by multiplying the aggregate weight of the shipment in tons by the number of miles for which it is transported. As a measure of weight, a ton is 2,000 lbs.

NOTE A – The “**place**” shall include only contiguous property which shall not be deemed separated if intersected only by a public street or thoroughfare.

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**ITEM 102**

**BILLS OF LADING**

The terms and conditions of the Carrier's Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

| Phoenix Crane Rental Company (Carrier)<br>1855 Dickerson Drive<br>Mableton, GA 30126   |                         | PCS/Dispatch No. -  |  |          |       |
|--|-------------------------|---|--|----------|-------|
|  |                         | PO No. -  |  |          |       |
|  |                         | Truck/Trailer No. -   |  |          |       |
|  |                         | Date:   |  |          |       |
| BILL OF LADING   |                         |   |  |          |       |
| From (Shipper):<br><small>Company Shipping Product</small>   |                         | To (Consignee):<br><small>Company Accepting Product</small> |  |          |       |
| Address:   |                         | Address:  |  |          |       |
| Route (If Applicable):   |                         |   |  |          |       |
| Quantity of Equipment /Units   | Type of Equipment/Units | Weight (Subject to Correction)                              | Job Time   |          |       |
|  |                         |   | Start Time   | End Time | Total |
|  |                         |   |  |          |       |
| Notes:   |                         |   |  |          |       |
| <p>RECEIVED, subject to contracts that have been agreed upon in writing between the carrier, Phoenix Crane Rental Co. ("Carrier"), and the Shipper, if applicable, otherwise to the PHX-100-A Tariff that has been established by the Carrier and is available to the Shipper, on request at <a href="http://www.phoenixcrane.com">www.phoenixcrane.com</a> or by calling (404)-696-1522, the property described above is in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown herein, which said Carrier agrees to carry to destination, and subject to the terms and conditions on the reverse side of Bill of Lading. The Shipper hereby certifies that he is familiar with all the terms and conditions of this Bill of Lading, and in Carrier's Tariff, Rules, Terms and Conditions and that said terms and conditions are hereby agreed to by the Shipper and accepted for himself and his assigns.</p> |                         |   |  |          |       |
| Shipper Certification (This Must be Signed Upon Loading)   |                         |   |  |          |       |
| <p>This is to certify that the above named material's are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.</p>  |                         |   |  |          |       |
| Per (Shipper) _____  |                         | Date _____  |  |          |       |
| <p>Note (1) Carrier's liability for loss or damage on this shipment is limited. See 49 U.S.C § 14706 (c)(1)(A) and (B).<br/>Note (2) On shipments of new property, Carrier's liability for loss, damage or delay shall be limited to \$3,000 per ton, the actual cost to repair any transit damage, \$25,000, or the actual value of the property, whichever is the lowest (subject to Note 5 below), unless a higher valuation is declared in accordance with Note (4) and a higher rate is paid for additional valuation charges.</p>  |                         |   | <p>Note (3) On shipments of used or reconditioned property, carrier's liability for loss, damage or delay shall be limited to ten cents (\$0.10) per pound, per article, the actual cost to repair any transit damage, \$25,000, or the actual value of the property, whichever is lowest (subject to Note 5 below), unless a high valuation is declared in accordance with Note (4) and a higher rate is paid for the additional valuation charges.<br/>Note (4) Where rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically state to be not exceeding \$ _____ per _____."</p> |          |       |
| <p>Note (5) Carrier will not be liable for any claim in excess of the above limits, whether the result of loss, damage or delay, non-delivery, misdelivery or misinformation, unless you declare a higher value in Note (4), pay an additional charge, and document your actual loss in accordance with the claim filing rules in Carrier's Tariff, Rules, Terms and Conditions which are incorporated herein by reference and are available by calling (404-696-1522) or on Carrier's web page. Your right to recover from Carrier for any loss includes intrinsic value of the property only and is limited as set forth above. Please call Carrier for details or see Carrier's web page at <a href="http://www.phoenixcrane.com">www.phoenixcrane.com</a></p>  |                         |   |  |          |       |
| Carrier/PCS Driver (Print Name) _____  |                         | (Sign) _____  |  |          |       |
| Consignee/Received By (Print Name) _____   |                         | (Sign) _____  |  |          |       |
| Date Received: _____   |                         |   |  |          |       |

PHOENIX CRANE Rental Company (Carrier)  
BILL OF LADING TERMS AND CONDITIONS

1. **Agreement To Terms.** By giving us (Carrier) your shipment to deliver, you (Shipper) agree to all terms on this Bill of Lading. You also agree to these terms on behalf of any third party with an interest in the shipment. No one is authorized to change the terms of this Bill of Lading.

2. Subject to the limitation of liability set forth in this Bill of Lading, Carrier shall be liable under the Carmack Amendment, 49 U.S.C. § 14706, for any loss to the shipment or damage thereto, except as hereinafter provided. Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of the law, or the act or default of shipper. Except in the case of negligence of the Carrier or party in possession, Carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request; from a faulty or impassable highway; or by lack of capacity of a highway bridge or ferry; or from a defect or a vice in the property; or from riots or strikes; or from improper packaging or an act or omission on the part of the shipper.

3. **Responsibility for Packaging.** You are responsible for adequately packaging your goods and properly filing out this Bill of Lading. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

4. **Limitation of Liability Of Carrier.** Carrier's liability for any loss, damage or delay is limited to the sum of (i) \$3,000 (Three Thousand Dollars) per ton (of 2,000 pounds) on any shipment of new goods or property, (ii) 10¢ (Ten Cents) per pound on any shipment of used goods, (iii) the actual cost to repair any transit damage, or (iv) \$25,000, whichever is lowest, unless shipper declares a higher value and pays an additional valuation charge. Contact Carrier at (404) 696-1522 for optional added valuation charges. Declared valuation is not insurance, and Carrier does not provide or sell cargo liability insurance. All damage claims are subject to and may not exceed the above-described limitations. See Carrier's Tariff, or contact Carrier at (404) 696-1522 for additional information.

5. **No Special Or Consequential Damages.** Under no circumstances will Carrier be liable for any incidental, consequential or special forms of damage including but not limited to claims for delay, loss of use, lost sales or revenue, job site delays and extra labor, interest, lost profits or business, loss of market, sentimental or antique value, attorney's fees, costs, punitive damages, or any other similar forms of damage, whether direct or indirect, incidental, consequential or special, regardless of whether Carrier had knowledge that such damage(s) might be incurred.

**Claims.**

(a) As a condition precedent to recovery, claims for loss, damage or delay must be filed in writing with Carrier and must include sufficient information to identify the shipment and must set forth a specified or determinable amount of money claimed.

(b) Claims for loss, damage or delay must be filed within nine (9) months after the delivery of the shipment, except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay must be instituted against Carrier no later than two (2) years from the day when written notice is given to the Claimant that the Carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

(d) The claim-filing regulations of the Federal Motor Carrier Safety Administration at 49 C.F.R. §370. et seq., are hereby adopted and incorporated herein by reference and shall apply to loss and damage claims against Carrier.

(e) Carrier shall have the full benefit of any insurance that may have been effected, upon or on account of said shipment, so far as this shall not void the policies or contracts of insurance, PROVIDED, that Carrier, receiving the benefit of such insurance, will reimburse the claimant for the premium paid on the insurance policy or contract.

7. (a) If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment, because of fault or mistake of the Shipper or consignee, the Carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading, if so indicated, to the Shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges shall start to accrue no sooner than the next business day following the attempted notification. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the Carrier.

(b) If the Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and the Carrier has the right to offer the shipment for sale. The amount of sale will be applied to the Carrier's invoice for transportation, storage and other lawful charges. The Shipper or owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the Shipper or owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where Carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the Carrier may dispose of property to best advantage.

(d) Where a Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the Carrier.

8. Every party, whether principle or agent, who ships explosives or dangerous goods, without previous full written disclosure to the Carrier of their nature, shall be liable for and indemnify the Carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

9. (a) The Shipper or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the Shipper when the Shipper so stipulates by signature or endorsement in the space provided on the face of the Bill of Lading. Nevertheless, the Shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Nothing in this Bill of Lading shall limit the right of the Carrier to require prepayment of guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

**ITEM 105**

**BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL**

ONLY Carrier officials or personnel authorized to do so by the Carrier are empowered to enter into agreements or alter existing agreements. Authorized officials are Carrier personnel with the title of manager or higher. Terminal managers are not authorized personnel. Drivers employed or hired by Carrier are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading issued by the shipper is signed for by the Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Carrier. Carrier drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

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**ITEM 115**

**SUBSEQUENT VERIONS OF THIS TARIFF**

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff is available by request or at the Carrier's website at [www.phoenixcrane.com/tariff](http://www.phoenixcrane.com/tariff)

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**ITEM 120**

**INTERPRETATION OF THIS TARIFF**

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Carrier (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

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**ITEM 125**

**GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof. (Note A).

| <b>KIND OF TARIFF</b> | <b>ISSUING AGENT</b>        | <b>SERIES</b> |
|-----------------------|-----------------------------|---------------|
| Rules                 | Phoenix Crane Service, Inc. | PHX-100-A     |

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

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**ITEM 130**

**INTERSTATE VS. INTRASTATE**

The rules set forth in this Circular shall apply to all shipments, whether interstate or intrastate, handled by Carrier regardless of the origin or destination.

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**ITEM 135**

**MILEAGE GUIDE**

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

**PC Miler Practical (Latest Revision)**

**Mileage on shipments stopped in transit for partial loading and/or partial unloading will be determined by calculating the mileage from origin to final destination via the point or points at which vehicle is stopped for partial loading or unloading.**

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**ITEM 140**

**NON APPLICATION OF TARIFF**

Where Carrier has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff.

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**ITEM 145**

**NOTICE AND AMENDMENTS**

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Carrier's web site at: [www.phoenixcrane.com/tariff](http://www.phoenixcrane.com/tariff)

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**ITEM 150**

**OPERATING AUTHORITY**

Carrier has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

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**ITEM 155**

**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below:

**Carrier Name and MC Number**

Phoenix Crane Service, Inc. - MC 1263491

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**ITEM 160**

**RATES AND SCHEDULES**

The rules published herein are applicable to all shipments transported by Carrier unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. § 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

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**ITEM 165**

**REGULATED VS. EXEMPT**

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. § 14706 (the Carmack Amendment), or, where applicable, the Carriage of Goods by Seas Act (COGSA).

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**ITEM 170**

**WAIVER**

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of the Carrier's rights to do so in the future.

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**ITEM 175**

**CONSENT TO JURISDICTION**

Unless the Carrier and purchaser of carrier's services have previously agreed in writing to proceed otherwise, the Carrier and the purchaser of carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts applicable to Cobb County, Georgia, for filing all civil actions arising out of the transportation services performed, or to be performed by Carrier. To the extent not inconsistent with federal statutes, regulations, or common law, this Circular, all other contractual agreements between Carrier and the purchaser of carrier's services, and all rights, duties, and obligations between Carrier and the purchaser of carrier's services shall be governed by the law of the State of Georgia, without regard to its choice of law provisions.

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## SECTION 2 - OPERATIONS

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### ITEM 200

#### APPLICATION OF TARIFF

Each provision of this rule tariff shall apply to each transportation agreement entered into by Carrier unless expressly waived in a signed, written agreement.

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### ITEM 205

#### APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries shall be during customer's normal business hours. Appointments shall be made at no charge. Carrier shall not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

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### ITEM 215

#### CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Carrier will utilize the service of the other named carriers to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable", convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Carrier. Shipments accorded "convenience interlining" shall move on the bill of lading of Carrier, who shall assume responsibility for the lading, and such shipments shall be charged for service performed exclusively by Carrier.

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### ITEM 220

#### DROPPED TRAILERS

Carrier will drop trailers only when specific arrangements have been made in writing, in advance of shipment between Carrier and Carrier's customer. Carrier's customer assumes responsibility for loss of damage to such trailers until such time as Carrier accepts the freight tendered on the dropped trailer. Carrier has no liability for loss or damage to freight on a dropped trailer until such time as Carrier's driver accepts such freight.

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**ITEM 226**

**TARPING (REQUESTED)**

Loads will not be tarped unless specifically requested by Shipper. Tarping charges shall apply pursuant to Section 3.

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**ITEM 227**

**TARPING (PLACEMENT OF)**

Shipper shall provide Carrier with a safe place to secure and tarp the load.

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**ITEM 228**

**LOADING**

Shipper is responsible for loading flatbed freight. Carrier will not be liable for damage caused by the improper loading of flatbed freight. Carrier's acceptance of such freight for transportation does not imply that such freight is adequately loaded by Shipper.

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**ITEM 235**

**IMPRACTICAL OPERATIONS**

Nothing in this rule tariff shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
- (B) Inadequate loading or unloading facilities;
- (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property; or
- (C) Roads that are inaccessible due to height or weight restrictions, overhead obstructions, etc.

The occurrence of any condition of impracticability shall be determined at Carrier's discretion, which shall be final.

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**ITEM 240**

**INDEMNITY**

Carrier and shipper will each indemnify, defend and hold the other harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits and expenses ("Costs") resulting from personal injury, property damage (other than cargo), or violation of the law caused by their respective negligent or wanton acts or omissions.

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**ITEM 250**

**ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

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**ITEM 260**

**INTERMODAL SHIPMENTS**

Carrier does not participate in the Uniform Intermodal Interchange Agreement (UIIA).

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**ITEM 262**

**PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS**

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the shipper unless Carrier has agreed to supply said equipment free of charge. The weight of this equipment shall be considered part of the shipment.

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**ITEM 265**

**PICKUP & DELIVERY SERVICE**

The rates names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

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**ITEM 270**

**RIGHT TO OPEN/INSPECT**

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

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**ITEM 273**

**SERVICE STANDARDS**

Unless Guaranteed Service is requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless Guaranteed Service is requested and agreed to. To request Guaranteed Service and for terms and conditions, call Carrier Pricing Department at (404) 696-1522.

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**ITEM 275**

**SHIPPER LOAD & COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

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**ITEM 280**

**SUBSTITUTED SERVICE**

For its operating convenience, carrier reserves a right to hire other carriers as qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this tariff, bill of lading, and/or contract will be provided.

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**ITEM 285**

**TERRITORIAL SCOPE**

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 1263491: "To operate as a common carrier, by motor vehicle."

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## SECTION 3 – RATES AND ASSESSORIAL CHARGES

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### ITEM 302

#### **APPLICATION OF CERTAIN RATES**

Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.

The rates published in this tariff are the minimum standard rates that carrier shall charge. The actual rate agreement and or contract for a load will supersede the standard minimum charges published in the tariff.

Minimum rates apply for both local moves and moves that are less than 50 miles.

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### ITEM 310

#### **FUEL SURCHARGE**

A fuel surcharge shall be billed to the Shipper for each shipment. The fuel surcharge for each shipment is equal to ten percent (10%) of the total freight charges and fees for the shipment. Shipper agrees to pay such fuel surcharge for each shipment transported by Carrier.

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### ITEM 317

#### **ALTERATION—RATES AND WEIGHTS**

- (a) Where different rates on the same article or articles, based on different minimum weights are provided, the lowest charge obtainable under the different rates, and minimum weight applicable thereto (or actual weight if greater) will be applied.
  - (b) In no case shall be the charge for any shipment be greater than the charge for a greater weight of the same commodity, from and to the same points via the same routes.
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### ITEM 320

#### **APPLICATION OF ACCESSORIAL CHARGES**

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on the Carrier's invoice for service rendered.

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**ITEM 327**

**EXCLUSIVE USE OF VEHICLE**

Except as provided in this Item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported. The Carrier has control of the vehicle and restrict right to:

- (a) Select the vehicle or vehicles for the transportation of a shipment.
- (b) To load other freight in the same vehicle with any such shipment.

When the exclusive use of a vehicle is provided by the carrier at the request of the purchaser of carrier's services, the following provisions will apply:

- a). The request must be given in writing or placed on the Bill of Lading and Shipping Order.
  - b). Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the Bill of lading will not apply.
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**ITEM 330**

**DETENTION - VEHICLE WITH POWER UNITS**

**Vehicle with Power Units** – When carrier's vehicle is delayed or detained at place of loading or unloading, shipper shall be charged amounts in addition to the quote received for such shipment. Quotes provided by the carrier to the shipper prior to transportation shall provide an estimation of time for carrier's transportation. When carrier's vehicle is delayed or detained at place of loading or unloading, carrier shall charge shipper for the additional time exceeding the time period on the original quote. Shipper shall be charged such amounts at the same rate provided on the original quote.

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**ITEM 337**

**ESCORT VEHICLE WITH DRIVER**

If the carrier is required to provide escorts the charges will be estimated and agreed upon between Carrier and Shipper. Carrier will provide one motor vehicle and one driver for each trailer transported at rates provided in this guide. When additional motor vehicles are requested, such additional motor vehicles shall be furnished by the carrier at a charge of fifty-five (55) cents per mile per vehicle, and an additional charge of seventy (70) cents per mile per man for the driver or drivers. Aggregate charges for such additional motor vehicles and/or driver or drivers, are not to exceed one hundred twenty-five (125) center per mile per vehicle.

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**ITEM 340**

**LAYOVER PROVISION**

When, due to no fault of the carrier, driver and vehicle are required to layover to wait for loading or unloading of a shipment, actual charges will be passed through and charged to the party responsible for the layover. Alternatively, where layover is required at delivery, Carrier has the option to place the freight on hand and into storage at Shipper's and Consignee's cost.



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**ITEM 345**

**LIABILITY FOR ACCESSORIAL CHARGES**

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

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**ITEM 350**

**LOADING AND UNLOADING**

If estimates do not include loading and unloading. When requested to do so, the driver or loading contractor will load or unload, or assist in loading or unloading. Charges for such services will be an amount equal to the total charges billed to Carrier by the loading contractor subject to a minimum charge of \$100.00. The party responsible for payment of hauling charges is responsible for paying of loading and/or unloading charges.

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**ITEM 355**

**LOADING AND UNLOADING UPON ARRIVAL**

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier's equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives before or after business hours as defined herein, free time begins at the commencement of the next business day.

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**ITEM 360**

**OVERLOAD – OVERWEIGHT**

**Loading with Power/Driver** – When due to no fault of the carrier, a shipment exceeds the legal gross weight limit allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the weight problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment of 8 hours.

**Loading without Power/Driver** – When due to no fault of the carrier, a shipment exceeds the legal axle and/or gross weight allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment time of 8 hours.

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**ITEM 367****PARTICULAR ROUTES**

Where the shipper or consignee requests transportation of shipment over a particular route longer than the practical route, or if operation over the most practical route is not feasible because of operating conditions, hazards, load limitation of the highway bridges, underpasses or other highway limitations, the computation of time estimated in shipper's original quote from carrier may increase. Carrier shall charge Shipper for any time exceeding the estimate of time for transportation provided on the original quote for the shipment. Carrier shall use the same rate as provided on the original quote for such charges.

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**ITEM 370****RECONSIGNMENT**

In addition to the provisions set forth in this Tariff for convenience interlining, Shipments transported under the provisions of this guide may be reconsigned or diverted, subject to the following conditions:

- (a) The term "consignment or diversion" means any one of the following:
    1. A change in the name and address of consignor or consignee.
    2. A change in the destination.
    3. Any other instructions given by consignor, consignee or owner necessary to effect changes in delivery.
  - (b) A request for consignment or diversion must be made or confirmed in writing, and proof of ownership must be established by surrender of the original bill of lading or any other means.
  - (c) When a consignment or diversion order is received by a carrier, a diligent effort will be made to locate the shipment and to effect the requested change, but carrier will not be responsible for failure to effect such change.
  - (d) A charge of \$60.00 will be made for each shipment reconsigned or diverted under these rules.
  - (e) The rates to be applied on shipments accorded consignment or diversion privileges are the rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from origin to final destination via the consignment or diversion points.
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**ITEM 375****REDELIVERY**

When a shipment is tendered for delivery and, through no fault of carrier, delivery cannot be made, the following will apply:

1. Carrier shall continue to charge Shipper for time of transportation upon rejection by consignee until Carrier transports the shipment back to carrier's warehouse or another safe location as directed by

- Shipper. If Shipper fails to give carrier instructions for redelivery within 2 hours of notice of non-delivery, Carrier shall transport the shipment to Carrier's warehouse.
2. If redelivery is to a location other than original consignee location, charges for time of transportation will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. Once carrier receives instruction to deliver to a new consignee location, carrier shall produce a new quote for transportation and delivery of the shipment to the new consignee location.
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#### **ITEM 384**

##### **STOPOFF FOR PARTIAL LOADING AND/OR UNLOADING**

Except as otherwise provided, shipments moving under the rates published in this guide may be stopped at point of origin or destination or points directly intermediate between origin and destination, for completion of loading and/or for partial unloading, subject to the following provisions:

1. All freight charges must be paid in full at one time by consignor or consignee.
  2. Only one bill of lading shall be issued for the entire shipment.
  3. The bill of lading shall show, in the space provided therefore, the name of only one consignee and one delivery address, and only one shipper and one shipper's address.
  4. The names of places or addresses at which vehicle is to be stopped for completion of loading and/or partial unloading shall be shown either in the body of the bill of lading or in separate papers which shall be attached to and considered a part of the shipping documents.
  5. A maximum of two stops in transit for partial loading and three stops in transit for partial unloading will be permitted, exclusive of the original pickup and final delivery.
  6. Both loading and unloading at the same stop will not be permitted. A shipment that has been stopped for partial unloading may not thereafter be stopped for partial loading.
  7. The charge for each stop shall be \$55.00 per stop, which shall be in addition to all other charges assessed against the shipment.
  8. On shipments stopped for partial loading and/or unloading, charges shall be assessed on the basis of minimum weight, or actual weight when greater, of the entire shipment, from point where any portion of the shipment is loaded to point where any portion of the shipment is unloaded, between which the highest charges are applicable, based on the mileage over the route of actual movement via the stopoff point or points.
  9. The stop-off service provided for in this rule will not apply in connection with shipments of freight consigned to order notify or otherwise so consigned as to required surrender of a bill of lading, written order or any other document in advance of delivery.
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#### **ITEM 395**

##### **EQUIPMENT FURNISHED BUT NOT USED**

Where the carrier is requested to dispatch a vehicle to a point of origin designated by the shipper, or other designated party, and such vehicle is dispatched but is not used due to no fault of the carrier, a charge of \$300.00 per vehicle may be assessed. Additionally, a charge of **\$1.45** per mile to next pick-up point will be assessed.

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## SECTION 4 – FREIGHT CLAIMS

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### ITEM 400

#### ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher released values (limitations of liability) than those indicated in this Section by contacting Carrier's Pricing Manager by calling (404) 696-1522. Any such alternative rate shall be reflected by the insertion of the higher released value and specially assigned identification number on the bill of lading at the time of pick-up.

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### ITEM 405

#### CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability shall be limited to actual loss to the goods. Transportation costs shall not be considered part of the claim if the claim is for invoice value of the goods.

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### ITEM 410

#### CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed

damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.

- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.
- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

**ITEM 415**

**CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS**

The consignee must accept the goods upon delivery unless they are determined to be totally worthless.

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**ITEM 420**

**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

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**ITEM 425**

**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.
  - (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
  - (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
  - (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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**ITEM 430**

**DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same. Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

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**ITEM 435**

**INADVERTANCE CLAUSE**

If a shipper declares a value exceeding \$3,000 per ton per article or \$25,000.00, per truckload, without insertion of the corresponding specially assigned identification number (Item 400), the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$3,000 per ton per article or \$25,000.00 per occurrence, whichever is less, and the shipment will move subject to such limitation of liability.

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**ITEM 440**

**RELEASED VALUE DECLARATION**

Unless otherwise agreed to in writing, Carrier's cargo liability is limited to a maximum of (1) any limitation contained in any tariff, circular, or contract applicable to the shipment, (2) \$3,000 per ton (or 2,000 pounds) for new goods, (3) the actual cost to repair any damage, or (4) \$25,000 per truckload, whichever is less. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations. For shipments governed by the Carriage of Goods by Seas Act, the released rate shall be \$500 per package or customary freight unit.

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**ITEM 445**

**RELEASED VALUATION/USED GOODS**

Unless otherwise agreed in writing, all used goods are released to a maximum evaluation of \$.10 per pound per article or \$10,000 maximum per occurrence, whichever is less. Any goods that are other than new are deemed used (e.g., refurbished, reconditioned, display or demonstration models).

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**ITEM 450**

**RELEASED VALUATION/MEXICO AND CANADA**

The Carmack Amendment and the above provisions relating to domestic transportation will apply to shipments while within the physical borders of the United States and within the jurisdiction of the Secretary of Transportation. While a shipment is outside the borders of the United States, the Carmack Amendment shall not apply. Carrier shall have no liability for delay, loss or damage when it is not in physical possession of the freight. To the extent liability cannot be excluded completely, the released rates shall be as set forth below:

- a. Canada - Carrier's maximum liability will be the lesser of \$2.00 per pound per package or any limitation provided for by Canadian or provincial law for loss occurring in Canada.
- b. Mexico- Carrier's maximum liability will be the lesser of \$.50 per pound per package or any limitation provided for by Mexican federal or state law for loss occurring in Mexico.

Losses of uncertain location shall be presumed to occur outside the United States.

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**ITEM 455**

**OMITTED**

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**ITEM 460**

**SHORTAGE**

Carrier will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

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**ITEM 465**

**SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

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**ITEM 470**

**SPOTTED EQUIPMENT**

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when Carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

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## SECTION 5 – FREIGHT CHARGES

### ITEM 500

#### COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with shipper in writing from the presentation of the freight bill.

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### ITEM 520

#### INTEREST & FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper shall pay attorney's fees and costs. Additionally, if carrier has afforded discounts to the payor of freight charges, carrier has the right to revoke all discounts and to collect the full, published rates when timely payment has not been made.

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### ITEM 530

#### INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

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### ITEM 540

#### JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Cobb County, Georgia, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

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**ITEM 550**

**LIEN FOR FREIGHT CHARGES**

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold pursuant to the Carrier Lien provisions of the Uniform Commercial Code. Carrier reserves the right to convert any shipment to a collect shipment.

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**ITEM 560**

**PAYMENT WITHOUT OFFSET**

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

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**ITEM 570**

**PRIORITY OF FREIGHT CHARGE OBLIGATION**

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of the carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor or shipper, unless Section 7 of the bill of lading is signed. When Section 7 of the bill of lading is signed, Carrier reserves the right to collect freight charges from the consignee.

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**ITEM 580**

**THIRD PARTY BILLING**

Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper or consignor on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the shipper, consignor, or consignee will be accepted provided recourse to the shipper or consignor is reserved with the carrier picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse (Section 7) provision of the bill of lading. If such a shipment is inadvertently accepted, the execution of the non-recourse (Section 7) provision of the bill of lading shall be invalid, and the shipment shall be considered prepaid, with the shipper or consignor remaining liable for payment of freight charges.

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**ITEM 580**

**UNDERCHARGE/OVERCHARGE CLAIMS**

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

## SECTION 6 – OVERDIMENSIONAL FREIGHT

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### ITEM 600

#### OVERDIMENSIONAL FREIGHT

Shipments which, because of their weight, dimensions or dangerous character, require procurement of Special Permits for transportation over streets or highways will be transported subject to the following conditions and minimum charges:

1. Arrangements for transporting freight provided above must be made with the carrier before the shipment or any portion thereof is tendered for transportation.
2. Such shipments will be subject charged at the rate of \$187.50 per hour of transportation, subject to other fees and charges. Additionally, Carrier shall charge the actual cost of necessary and proper permits to transport through each state which carrier does not have a yearly permit. Carrier is only responsible for overweight up to the maximum weight listed on the permit of each state. Initially, Carrier will pay all fines. The party responsible for the freight charges is responsible for reimbursement to carrier of any fines incurred for any kind of overweight (axle weights, gross weights, bridge laws, etc) based on the permit for each state plus a \$35.00 administration fee for each overweight citation incurred.

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### ITEM 610

#### PERMITS

Any shipment which, due to size (height, width or length), shape or weight, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following:

1. The purchase cost of such permits and all other expenses necessary to secure such permits and all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits will be paid by the carrier and collected as follows: (a) When a shipment requires more than one vehicle, charges provided herein DO NOT apply to vehicles which do not contain articles or commodities requiring such permits. (b) A charge of \$60.00, plus \$10.00 Service Fee, for each permit required will be assessed in addition to line haul charges.
2. Any shipment which, due to size, shape or weight, requires a flagman to accompany the vehicle the rates for such accompanying vehicle will be charged to the shipper or party requesting movement of the freight. Carrier shall provide an estimate of the charges for such flagman or escort vehicle. Additional charges may apply if the time of required services for such escort vehicle or flagman exceeds the estimate given to shipper on the original quote.

NOTE A--Time will be computed from time flagman reports for duty at point and time designated by shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.

NOTE B--Time will be computed from time vehicle with flagman leaves carrier's terminal nearest point of origin until return to such terminal, but not to exceed 16 hours in any one day.