

PALMETTO STATE TRANSPORTATION RULES TARIFF

ITEM (1)

EQUIPMENT ORDERED AND NOT USED

When carrier is requested to perform transportation services and dispatches equipment to a point designated, in accordance with the instruction of the party ordering the equipment, and instruction to the carrier is later changed and the equipment is not used through no fault of the carrier, a charge of \$1.00 per mile will be made from point of dispatch, subject to a minimum charge of \$125.00 for truckload or \$75.00 for less than truckload shipments.

ITEM (2)

HAZARDOUS MATERIAL CHARGE

Shipments of hazardous materials must be properly noted on bill of lading. There will be a charge of \$20.00 per shipment.

ITEM (3)

N.Y. METRO DELIVERY – CONGESTION CHARGES (NYMC)

Shipments and/or Schedules making reference to this item will be subject to the following congestion charge on shipments destined to New York zip codes 099, 100, 101, 102, 120, 121, 122 and 123. These charges are in addition to any applicable line-haul or accessorial charges.

Weight Charge

Minimum Weight
5,000 lbs.

ITEM (4)

STOP-OFF CHARGE

Shipments requiring stops at multiple locations to complete loading or unloading will be subject to an additional charge of \$75.00 for the first stop, \$150.00 for the second stop, and \$300.00 for each additional stop. This charge is in addition to the actual line haul charges from origin point to final destination point.

- a. The initial pick-up and final delivery stop are not subject to stop-off charges.
- b. Freight charges must be prepaid.
- c. Stop-off for unloading will not be provided on COD shipments.

ITEM (5)

HEATED SERVICE

0 to 25,000 lbs \$60.00 West Coast. \$40.00 East Coast minimum charge per shipment.
25,001 lbs and up \$150.00 West coast. \$90.00 East Coast minimum charge per shipment.

ITEM (6)

TRAILER SCALING FEE (SCAL)

When requested by Customer to weigh a shipment loaded onto Carrier's equipment, charge for such service will be \$50.00 per request.

ITEM (7)

FREIGHT LOSS OR DAMAGE

All Loss and Damage claims shall be processed and settled according to procedures established from time to time by the DOT Surface Transportation Board, in regulations codified at 49 CFR 1005. Claims must be received by CARRIER within nine (9) months after date of delivery. Notwithstanding the above, CARRIER shall pay, refuse payment, or make a firm compromise offer to SHIPPER with 120 days after receipt of a properly documented and filed claim.

ITEM (8)

FORCE MAJEURE

Neither party hereto shall be liable to the other for failure of performance hereunder if caused by strike, riot, war, acts of God, governmental order or regulation, or other circumstances beyond the reasonable control of such party; provided, however, that nothing herein shall relieve CARRIER from its responsibilities with respect to indemnity, insurance and loss of or damage to freight.

ITEM (9)

DETENTION – VEHICLES WITH POWER UNITS

DEFINITION: Applies when a delay of the driver and equipment is attributed to the consignor or the consignee.

APPLICATION: Charges apply after expiration of free time. Carrier will maintain records to verify any charges for detention. Calculation of time starts upon notification by the carrier to the consignor or consignee that the shipment is available and ends upon notification from the consignor or consignee to the carrier that the trailer is available for movement. When the driver is unreasonably detained at or near the customer's property (for example, security check, back up of traffic entering the customer's property, etc.), the carrier's driver will note the time of arrival at the customer's property. The driver will notify the consignor or consignee at that point, when possible, but it is not a prerequisite. Calculation of time will start at that point. Unless the shipper stamps or marks delivery receipt with time of arrival and departure, carrier records will be used to

determine free time. When loading and unloading occurs, calculation of time for loading will not begin until the unloading is completed and vice-versa. Chargeable time for shipments containing hazardous materials begins immediately upon being delayed and ends when the carrier is able to resume transportation.

FREE TIME CALCULATION: The total weight of all shipments tendered will be used to determine free time. Meal time, not exceeding one hour, will be excluded from computation of time when loading or unloading is interrupted by the driver's meal period.

Actual Weight Per Stop	Free Time In Minutes Per Stop
Less than 1,000 lbs	15
1,000 – 2,500 lbs.	30
2,501 – 5,000 lbs.	60
5,001 – 10,000 lbs.	90
10,001 – and over	120

CHARGES: For DETENTION with Power, the following charges and provision will apply: \$30.00 for each 15 minutes or fraction thereof, subject to a minimum charge of \$60.00. When multiple bills are involved, the weight per bill will be used to prorate the charge, subject to a minimum charge of \$60.00

OPTIONS: When loading or unloading is not completed by the end of the business day, consignor/consignee has the option to:

- a. Request trailer without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.
- b. Request trailer leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer is returned. Storage and redelivery charges will apply without additional free time.

ITEM (10)

DETENTION – VEHICLE WITHOUT POWER UNITS

For DETENTION without Power, the following charges and provisions will apply: \$75.00 per trailer for each 24-hour period or fraction thereof. Charges cease when the customer notifies carrier that the equipment is available to carrier.

Free time will be determined as follows:
24 hours.

Subject to availability of equipment, carrier will spot trailer for loading or unloading on the premises or designated site as requested by consignor/consignee, or as close as conditions permit. Customer or its designee may move the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading.

Consignor/consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading must show "Shipper load and count". When a trailer is unloaded and reloaded, each transaction will be treated independently of the other except

that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

Carrier responsibility for safeguarding shipments will begin when carrier takes possession of a trailer loaded by consignor, and will end when carrier spots pup/set for unloading by consignee, as the case may be.

	<u>RATE</u> <u>PER CWT.</u>	<u>MINIMUM</u> <u>CHARGE</u>	<u>MAXIMUM</u> <u>CHARGE</u>
<u>ITEM (11)</u>			
COD FEE (PREPAID AND COLLECT) 3% OF COD AMOUNT			
		\$ 50.00	
<u>ITEM (12)</u>			
IN BOND	\$ 2.89	\$ 51.90	\$241.15
<u>ITEM (13)</u>			
EXTRA LABOR- LOADING OR UNLOADING			
For first 3 hours or less		\$236.65	
For each hour or fraction thereof over 3 hours, but not over 8 hours		\$ 60.05 Per Hour	
For each hour or fraction thereof over 8 hours		\$ 82.45 Per Hour	
<u>ITEM (14)</u>			
NOTIFY CHARGE			
Per Shipment		\$ 12.00	
<u>ITEM (15)</u>			
PICKUP OR DELIVERY SERVICE – SATURDAYS			
Charge Per Man Hour or Fraction Thereof		\$ 75.00	
Minimum Charge is Per Man Per Day		\$200.00	
<u>ITEM (16)</u>			
STORAGE CHARGES			
FREE TIME – 48 HOURS	\$ 1.63		
Min. per shipment		\$ 43.25	
Max. 1 st 24 hours		\$112.50	
Max 2 nd 24 hours		\$145.90	
Max 3 rd 24 hours		\$229.95	