

# **TMT INDUSTRIES, Inc.**

## **TMTI 101 RULES TARIFF**

TMT INDUSTRIES, Inc. LTL FREIGHT

MC-193181

US DOT-167240

THIS RULES TARIFF APPLIES ON INTERSTATE AND INTRASTATE TRAFFIC

ISSUED BY

TONY MARTINEZ JR

OWNER, PRESIDENT

TO SEARCH THIS DOCUMENT CTRL F

TMT INDUSTRIES SERIES 101 RULES TARIFF

## TARIFF APPLICATION:

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value. To ensure customers are fully aware of this and all terms and conditions applicable to their shipments, TMT Industries encourages shippers to review Item 101 and other applicable items of the TMT Industries 101 series rules tariff. Note that, in exchange for the competitive pricing provided by TMT Industries, some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. Customers should carefully review Item 101 of this tariff to understand these limitations as well as options for selecting increased liability limits. Customers are further encouraged to evaluate their cargo insurance program so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

## PREFACE

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of the carrier. The transfer of electronic transmission of this Tariff, in whole or in part, requires prior approval of the carrier.

This Tariff is published and made available to carrier's customers. All rates and quotations are subject to periodic revisions, increases, and restructuring. The Carrier will make every effort to advise the user of record of any rate or rules change. However, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

The Rules set forth in this Tariff apply on all shipments transported by Carrier, whether interstate, or intrastate, exempt or non-exempt from economic regulation, and regardless of origin and destination, unless waived by an authorized company official. Pursuant to 49 U.S.C. § 14101(b), the parties expressly agree that the terms of this Tariff control over any conflicting provisions contained in Title 49 of the United States Code, and the parties expressly waive all such conflicting provisions.

## **ITEM 01 AUTHORITY OF COMPANY PERSONNEL**

ONLY Carrier officials or personnel expressly authorized to do so by the Carrier have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind Carrier to contractual terms and conditions. Expressly authorized officials are Carrier personnel with the title of Sales Manager, Admin Manager, and or General Manager, or any higher title.

The terms of pricing agreements (tariffs) or contracts issued, agreed to, or published by the Carrier's Sales and/or Admin Manager supersede any and all verbal or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by the Sales and/or Admin Manager.

The terms of this Tariff may be modified or waived only as set forth in this Item 01. Any deviation from the terms of this Tariff or failure to enforce the terms of this Tariff shall not constitute a waiver of the right to enforce such terms in the future, nor shall any course of dealing or course of performance thereby arise.

## **ITEM 02 CANCELLATION OF PRICING PROGRAMS**

Items published in the TMT Industries 101 series tariffs will be subject to cancellation without notice if carrier receives no shipments within a 12-month period.

## **ITEM 03 CONVENIENCE INTERLINING**

In order to provide the most efficient, economical service to the shipping public, Carrier will, from time to time and in its discretion, utilize the service of other motor 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.

## **ITEM 04 CARRIER LIABILITY FOR CARGO LOSS & DAMAGE**

### **CLAIMS AND LIMITATIONS OF LIABILITY**

This Item describes TMT Industries' liability for cargo loss and damage claims and limitations that apply to that liability. TMT Industries' liability and limitations on that liability will vary based on the type of goods shipped, the packaging of the goods, and the pricing selected by the customer. TMT Industries offers its customers options for selecting higher limits of liability, in exchange for additional charges on a case-by-case basis and with written approval from Sales and/or Admin Manager or any higher title.

Customers are encouraged to review this item carefully and to evaluate all options, including the purchase of insurance from independent insurers, to protect their freight.

### **1. CARGO LOSS & DAMAGE CLAIM FILING**

TMT Industries will assume liability for cargo loss and damage claims under the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706 et seq. and other applicable federal laws and regulations governing the interstate transportation of freight in effect on the date of the shipment and under the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein, or to the extent otherwise expressly provided in participating tariffs or contracts. The Carmack Amendment and the Uniform Straight Bill of Lading will apply on all shipments, whether interstate, intrastate, or overseas, unless the Carriage of Goods by Sea Act applies by virtue of any contract or authorized bill of lading or by operation of law. To the extent that the provisions of the Carmack Amendment conflict with any provisions of the Uniform Straight Bill of Lading or of this Rules Tariff, such conflicting provisions of the Carmack Amendment are expressly waived pursuant to 49 U.S.C. § 14101(b). TMT Industries' liability for cargo loss and damage begins upon signing the receipt or bill of lading for property it receives for transportation and ends when delivery is completed or when cargo is tendered for delivery. TMT Industries will investigate and dispose of cargo loss and damage claims as set forth in 49 C.F.R. Part 370, and NMF 100 Series, Items 300100 through 300155.

The following additional rules apply:

A. All claims for loss, damage or destruction must be filed in writing within the limits specified in NMF 100 series, Item 300105. When claims are not filed within the prescribed times, such claims shall be barred and not paid. Purported claims that do not comply with the requirements of 49 C.F.R. Part 370 will not be considered valid claims.

B. Any lawsuits for cargo claims shall be instituted against TMT Industries no later than two years from the day when written notice is given by TMT Industries to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, TMT Industries shall not be liable and such cargo claims will not be paid. A claim shall be considered denied when any response other than an allowance of the claim in its entirety is transmitted.

C. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.

## **2. LIMITATIONS ON DAMAGES**

TMT Industries shall not be liable for any loss, damage, or delay caused by an act of God, the public enemy, the governing authorities, the inherent vice of the goods, or the act or default of the shipper, riots or strikes, any related causes, or any other cause recognized by law as relieving the Carrier's liability. In no case shall TMT Industries be liable, and it hereby disclaims responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, economic loss, penalties, lost profits, fees, interest, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of TMT Industries, whether foreseeable, disclosed or not. TMT Industries agrees to accept, transport, and deliver such merchandise as Customer may tender to Carrier for transportation in the regular course of Carrier's providing transportation services. TMT Industries shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery. Customer shall, at its cost and expense, comply with all applicable federal, state, local and International laws, rules and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance by Customer or Customer's shipments with any such laws, rules, or regulations. Customer shall also be responsible for Carrier's charges pertaining to any services by Carrier at Customer's request for compliance with any such laws, rule or regulations.

## **3. GENERAL LIMITATIONS ON LIABILITY AND NOTES**

This item explains the overall liability limits and conditions established by Carrier for all shipments tendered to it for transportation. All parts of Item 101 are subject to 1 through 5 below. Other provisions of Item 101 apply where made applicable by their terms.

1- Whether applicable to new, used, or reconditioned articles, and regardless of NMFC released, declared or actual value provisions, Carrier's liability for any loss, damage, theft, or destruction of freight shall not exceed the least of the following:

- A. The actual cost of the goods supported by a certified copy of the original invoice;
- B. The cost of replacement or repair of the lost or damaged cargo;
- C. The lowest limited liability amount specified in the Bill of Lading, the NMFC, any applicable contract governing the shipment, any applicable tariff governing the shipment, any applicable limitation of liability established by any law of Canada or Mexico or any state or province of Canada or Mexico, or TMT Industries' Rules Tariff Series 101 herein;
- D. For shipments subject to the Carriage of Goods by Sea Act, \$500 per package or customary freight unit;
- E. \$50,000 per shipment.

2- In all cases released values will be based on a per-item or article basis. Liability limitations based on weight will not be determined based on the weight of the packaging of the entire shipment nor the entire weight of the commodity in question but only on the damaged portion of the cargo. Furthermore, the weight of the packaging and/or shipping container, pallets, skids and the like shall not be included when determining maximum liability.

3- Items described in NMFC and shipped under RELEASED VALUE provisions will be subject to the maximum released value listed in the NMFC depending on the class listed at time of the shipment. When the NMFC offers the Consignor or Consignee the option to declare an actual, declared, or released value on the Bill of Lading and such valuation is NOT declared by the Consignor or Consignee and the shipment is inadvertently accepted by the carrier, charges will be assessed based on the lowest available released value.

4- Failure to describe articles as USED on the original Bill of Lading will not affect the application of this item 101.

5- FULL VALUE COVERAGE IN THE FORM OF INSURANCE IS OFFERED IN THIS ITEM 101. ANY AND ALL INSURANCE OFFERED HEREIN IS PROVIDED BY THIRD PARTY INSURERS AND NOT BY TMT INDUSTRIES. TMT INDUSTRIES IS NOT IN THE BUSINESS OF PROVIDING OR SELLING INSURANCE BUT MERELY OBTAINS SUCH INSURANCE FOR THE BENEFIT OF ITS CUSTOMER WHEN REQUESTED BY THE CUSTOMER IN ACCORDANCE WITH THE PROVISIONS OF THIS ITEM 101. ANY AND ALL INSURANCE OFFERED HEREIN IS SUBJECT TO THE MAXIMUMS ESTABLISHED BY THIS ITEM 101. ANY EFFORT TO REQUEST INSURANCE OR DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN

THIS TARIFF IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A REQUEST FOR INSURANCE OR A DECLARED VALUE IN EXCESS OF THE MAXIMUMS ALLOWED DOES NOT CONSTITUTE A WAIVER OF ANY PROVISIONS OF THIS TARIFF AS TO SUCH SHIPMENT. SHIPMENTS THAT ARE INADVERTENTLY ACCEPTED THAT EXCEED THESE LIMITATIONS WILL BE CAPPED AT THE MAXIMUMS ESTABLISHED BY THIS TARIFF AND CHARGES ASSESSED ACCORDINLY.

6. Freight moving at other than actual class will be covered up to \$2.50 per lb.

#### **4. SHRINK WRAPPED PALLETS**

**A.** General Shipments tendered to TMT Industries on a plastic shrink wrapped pallet/skid, shall be signed for as \_\_\_\_\_ shrink wrapped skid(s), \_\_\_\_\_ Shrink wrapped pallet(s), \_\_\_\_\_ SWP, or \_\_\_\_\_ SWS, \_\_\_\_\_ SWP UTC, or \_\_\_\_\_ SWP STC. When a plastic shrink wrapped skid is delivered to the consignee intact, with the plastic shrink wrap unbroken, TMT Industries shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed. Pallets are only considered to be not intact at time of delivery if there is a written exception indicating the number of pallets and that they were not intact. Except as otherwise specifically stated, rates, and charges dependent on price per pallet or skid named in tariffs, in contracts and all other supporting correspondence or documentation shall be limited to pallets or skids not exceeding 48"X40"X84". The driver will sign only for the number of pallets, not the number of pieces. A driver's signature that purports to sign for a number of pieces shall be ineffective to establish that TMT Industries actually received that number of pieces. Pallets that exceed the maximum weight stated in item or contract will be rated as additional pallet. The total weight of the shipment will be divided by the highest maximum weight to determine number of pallets. Unless otherwise specified within the items or contract, TMT Industries calculates pallet weight as 50 pounds per pallet.

**B.** Delivery Service Distribution Centers requiring unattended delivery including but not limited to Amazon.Com, Costco, Sam's Club, Target or Wal-Mart Distribution Centers. All shipments to Distribution Centers requiring unattended delivery, including but not limited to Amazon.com, Costco, Sam's Club or Wal-Mart Distribution Centers, or retail locations must be palletized and shrink wrapped for unattended unloading at delivery. Shipments accepted as pieces tendered on pallets and transported on pallets by TMT Industries will be tendered for delivery on pallets with shrink wrap intact. Subsequent shortage claims will not be accepted if shrink wrap was intact and the correct number of pallets was delivered to the Amazon.com, Costco, Sam's Club, or Wal-Mart Distribution Center or retail location. The delivery receipts must have a notation of pallets not intact or freight will be considered intact.

## **5. UNDELIVERED FREIGHT**

Undelivered shipments will be subject to applicable storage or detention storage if no reply is received from attempts to notify the shipper. See TMT Industries Tariff Item STORAGE for an explanation of applicable storage charges.

## **6. SHIPPER LOAD OR CONSIGNEE UNLOAD**

In lieu of pick up or delivery service and when convenient for Customer and Carrier, Customer may load/unload Carrier's trailers or vehicles. See TMT Industries Tariff SLC for conditions unless a separate agreement is already established and signed in place.

## **7. GENERAL LIMITATIONS OF LIABILITY FOR NEW ITEMS (Subject to Section 3)**

Cargo is considered NEW only if (a) it is tendered for transportation directly from manufacturing facility, and (b) it remains in its original box, carton, or shipping container, and (c) it has never been removed from the manufacturer's original packaging. Except as provided in Section 8 herein (FULL VALUE COVERAGE) or as otherwise provided herein, TMT industries' maximum liability for loss, damage, or destruction to all or any part of a shipment of NEW articles while in the Carrier's possession within the points in the U.S. shall be limited to \$5.00 per pound per item or article or \$50,000.00 per shipment, whichever is lower.

## **8. GENERAL LIMITATIONS OF LIABILITY USED - OTHER THAN NEW (SUBJECT TO SECTION 3)**

For the purposes of limitations of liability, applying to USED cargo, the following definition applies: (a) Cargo is considered NEW only if (i) it is tendered for transportation directly from the manufacturing facility, and (ii) it remains in its original box, carton, or shipping container, and (iii) has never been removed from the manufacturer's original packaging. All cargo not considered NEW under this definition is considered USED, even if it has not actually been used for the intended purposes; OR (b) If cargo has been reconditioned, refurbished, rebuilt, remanufactured, or it is considered USED for the purpose of the applicable rates and liability limits, even if such is shipped in its original packaging or similar to its original packaging; OR. (c) USED cargo includes all commodities other than new, including but not limited to internet auctions, interplant moves, articles of household goods, personal effects, antiques, and display or demonstration models, whether listed as such on the Bill of Lading or not. These articles will only be accepted for transportation as USED cargo. (FULL VALUE COVERAGE) or as otherwise provided herein, TMT Industries' liability for loss, damage, or destruction to all or any part of a shipment of USED articles while in the Carrier's possession within points in the U.S. shall be limited to 10 cents (10¢) per item or article or \$10,000.00 per shipment, whichever is lower.



**9. LIABILITY FOR LOSS OR DAMAGE OF CERTAIN COMMODITIES** *(Subject to Section 3)*

TMT Industries' liability for loss, damage, or destruction to all or any part of a shipment that has incandescent, fluorescent or other type of lighting bulb or tube is limited to 10 cents (\$.10) per pound per item or article.

**10. PROHIBITED OR RESTRICTED ARTICLES** *(Subject to Section 3 Notes)*

For property of extraordinary value, except for antique furniture described in NMFC items 100240 or 100260, or pictures or paintings described in items 100240, 100260, or 149420, the following property will not be accepted for shipment nor as premiums accompanying other articles:

Aircraft disk brakes – carbon

Ammunition

Antique Furniture

Articles of extraordinary value

Bank Bills

Biological products

Carbon Black, Activated Carbon

Coins

Consignor/Consignee is U.S.P.S.

Corpses

Cream, fresh

Cultures of Etiologic agents

Currency

Deeds

Diagnostic specimen

Drafts

Envelopes or wrappers, government

Etiologic agents

Hazmat Class – 1, 2, 4, 5, 6, & 7

Fruits, fresh

Furs or fur garments

Garbage

Graphite Powder

Handguns

Hazardous Waste

Jewelry, other than costume or novelty

Letter, with or without stamps, unless

Liquids, in bulk, requiring special tank truck equipment

Live animals

Live plants

Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and cannabidiol (“CBD”); any product that contains any amount of tetrahydrocannabinols (“THC”). Except as set out in 21 CFR 1308.35; synthetic cannabinoids and paraphernalia.

Meat, fresh

Medical Waste

Metallic Mercury

Milk, fresh

Moving picture films or other films

Museum exhibits or articles of antiquity

Nitrocellulose

Notes

Original works of art, statues, paintings, fine arts

Piano(s)

Postage stamps

Poultry, live

Precious and semi-precious stones

Precious metals, including but not limited to gold, silver, platinum, palladium, etc.

Recorded or electronic data and media

Stamped, in shipments weighing 30,000 pounds or more

Valuable Papers of any kind

Any Cargo requested to be transported under its own power or towed on its own axle for example except for loading and unloading, motor vehicles, motor cycles, caravans, horse boxes and trailers.

Wine and Beer to any residence

Any substance that has not been approved for a medical use by the U. S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U. S. Drug Enforcement Administration.

Any item otherwise prohibited by federal, state, or local law, rule or regulation. Because these articles are prohibited, they will not be accepted for transportation. If prohibited articles are inadvertently accepted by Carrier, Carrier will return to point of Origin.

## **11. FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT**

Carriers are not obligated to receive and transport freight liable to impregnate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and signed for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

Any commodity that causes damage to other freight will result in liability to the shipper for damage caused to Carrier's equipment or to other freight. When the shipper fails to provide on the bill of lading the required description of the commodities being tendered and the shipment is inadvertently rated and transported without an accurate description, shipper shall assume full liability for damage to or destruction of commodities resulting from the loading of the shipment on a trailer containing other freight that is either incompatible with the involved shipment or is prohibited by applicable federal, state, or local laws and regulations from being co-loaded on the same trailer as the involved shipment.

## **12. TERMS CHANGE AFTER OS&D DELIVERY**

TMT Industries reserves the right to deny a change of terms to a freight bill after an OS&D delivery exception has occurred. If the request is inadvertently accepted after the exception, TMT Industries reserves the right to revert to the original terms of the shipment.

## **13. PACKAGING REQUIREMENTS**

Where packaging requirements are not otherwise provided by tariff or contract, the packaging requirements of NMFC will apply. Where packaging requirements are provided in this tariff, rates provided therewith will apply only when the article or articles are packaged in accordance with such packaging requirements, except that rates subject to such packaging requirements will apply also when the article or articles so packaged as required are placed on pallets. It is the responsibility of the shipper/consignor to ensure that proper packaging is used and that contents of packages are adequately and securely packaged, wrapped, and cushioned for transportation. Carrier is not liable when loss, damage, or destruction is caused by insufficient or improper packaging, securing, marking, or labeling of the goods.

## **14. ACCEPTANCE OF GOODS**

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

## **15. SALVAGE OF UNDELIVERED OR REFUSED FREIGHT**

(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 dispose of the property only 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) Upon receipt of a shipment on which salvage has been processed in the manner 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.

(C) To the extent that the Shipper asserts that the goods should be destroyed for any reason, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.

## **16. FOOD ITEMS**

For food, food-related items, medical supplies, drugs, and toiletries, Carrier shall not be liable unless actual damage to the freight itself (and not damage only to the packaging or potential or suspected damage to the freight) is proven. If shipper transports items covered under any food, drug or cosmetics legislation, law, statute, code and or regulation which requires rejection or destruction of the entire shipment because the items “are or may be contaminated” under the definition of the legislation, shipper must clearly indicate on the bill of lading that carton and/or packaging damage may contaminate product. If the consignor has given the carrier notice on the bill of lading as required above, carrier’s liability for loss, damage, or destruction to any shipment or part thereof is limited in accordance with the terms of this Item 101. In the event that shipper requires that any freight subject to this section be destroyed without a showing of actual damage, Carrier will be entitled to a salvage offset for the actual value of the freight when tendered for delivery by Carrier.

## **17. UNATTENDED DELIVERY**

When shipper, broker, or consignee requests that freight be delivered at an unattended location or be delivered without signature by the consignee, Carrier is not liable for loss, damage, theft, or destruction that occurs after Carrier delivers freight, and Carrier’s delivery receipt signed by driver will constitute evidence of delivery in good condition.

## **18. RETURNED GOODS**

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by TMT Industries from the original shipper, will be limited to lost freight only and TMT Industries will not be responsible for damages. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by TMT Industries from the original shipper and delivered without exception, when TMT Industries is not given an opportunity to inspect prior to return, will be limited to lost freight only and TMT Industries will not be responsible for damages.

## **19. ALASKA, HAWAII, AND PUERTO RICO** *(Subject to Section 3 Notes)*

For shipments moving between the 48 contiguous United States and Alaska, Hawaii, or Puerto Rico, or between Alaska, Hawaii, or Puerto Rico, the Shipper authorizes Carrier to

arrange for transportation of goods via ocean carrier and, on behalf of and as agent of Shipper, to enter into contracts with an ocean carrier to accomplish said transportation. For any cargo loss, damage, or destruction occurring while the goods are in possession of the ocean carrier, the liability of the ocean carrier and of TMT Industries shall be limited to the lesser of (a) the limited liability amount specified in the contract with the ocean carrier or the ocean or combined transport waybill or (b) the lowest applicable limitation provided by Item 101, of the TMT Industries tariff.

## **20. RELEASED VALUE COMMODITIES**

Where NMF 100 provides for a released value on the commodity shipped, the following will apply:

1) The released value, which shall be deemed to relate to each article separately and not to the shipment as a whole, must be entered on the shipping order and bill of lading in the following form:

“The agreed or declared value of each article in this shipment is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per pound.”

2) If shipper fails to execute the above statement or designates a value exceeding the maximum released value allowed as provided in the applicable item of NMF 100, the shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released at the lowest valuation provided and shipment will move and be charged for, on the basis of such limitation of liability.

3) On any shipment that includes a commodity subject to a released value:

a. Class rate minimum charges without discounts apply on minimum charge shipments unless the shipper releases the shipment to the lowest valuation in NMF 100 for the commodity(s) shipped.

b. Reduced minimum charges and FAK (single factor rates) will only apply when released to the lowest valuation in NMFC 100 for the commodity(s) shipped.

4) Miscellaneous:

a. Class Rates and all tariff provisions pertaining to class rate applications on shipments released to a specific or maximum value shall be the current class rates and charges in effect at time of shipment.

b. Any disclaimer in tariffs which provides non-application of class rate applications on shipments released to specific or maximum value shall not apply.

c. The term “class rate applications” describes all tariff provisions required for the application of class rate charges including Class Rate Tables; Class Ratings; Rate basis Numbers of distance factors of all kinds; allowances, discounts, rate adjustments or column commodity rates expressed as a percentage of class rates or class rate charges; general increases, arbitraries, remote access and minimum charges applicable thereto: to the extent that the carrier for whose account this tariff is filed is party to such tariff provisions.

## **21. CUBIC CAPACITY AND DENSITY ELIGIBLE SHIPMENTS**

Any shipment which is 750 cubic feet or greater and has a density of less than six pounds per cubic foot is subject to a minimum charge as defined herein. Any shipment which is 350-749 cubic feet or greater and has a density of less than four pounds per cubic foot is subject to a minimum charge as defined herein.

### **1. RATES AND CHARGES**

a. Eligible shipments will be subject to a minimum charge to be determined as follows:

i. Carrier will multiply the total cubic feet by 6 pounds to get the calculated weight of the shipment.

ii. Carrier will multiply the calculated weight by the class 100 class rate as published in the current TMT Industries tariff in effect at time of shipment.

iii. Carrier will apply a 75% discount.

### **2. CONDITIONS**

a. Density is based on the total cubic feet of all articles or pieces in the shipment.

Density is determined as follows:

i. The cube of loose articles, pieces or packaged articles of a rectangular, elliptical, or square shape on one plane shall be determined by depth in inches, including all projections, and dividing the total by 1,728 cubic inches (one cubic foot), the density shall be the result of the weight of the article, piece or package by the ascertained cubic feet.

ii. To determine the density of a cylindrical shaped article or any article other than a square, elliptical or rectangular shaped article in a single plane, square the greatest dimension on the cylindrical or other than square, elliptical or rectangular plane (multiply the dimension by itself) and multiply that result by height or length. If result is in cubic inches, divide by 1,728 cubic inches (one cubic foot). The density shall be the result of the division of the weight of the article by the ascertained cubic feet.

b. Freight bill information: When this item applies, the Carrier's freight bill will indicate both the actual weight and the calculated weight upon which the charges are assessed.

c. Maximum Charge: The charges applied under this item shall in no case exceed those charges that would be calculated from Item 390 of this Tariff.

d. The provisions of this item are not applicable in connection with shipments subject to:

i. Truckload rates or charges

ii. Rates which apply per vehicle used.

iii. Capacity load provisions

iv. Exclusive use of vehicle provisions

e. If Carrier is unable to load freight on top of the packaged articles/handling units due to the nature of the packaged articles/handling units or per instructions from the shipper/consignee, a minimum height measurement of 96 inches will be used when determining the cubic footage of the packaged articles/handling units.

## **22. DEFINITIONS-TERMS AS USED IN THIS TARIFF, OR IN**

### **TARIFFS MAKING REFERENCE TO THIS TARIFF**

1. The term "BUSINESS DAY" means each day, Monday through Friday, excluding holidays.

2. The term "BUSINESS HOURS" means 8 a.m. till 5 p.m. (local time)

3. The term "BUSINESS DAY" means that time during which operations are generally conducted by the carrier at the point where the service is performed. This paragraph is applicable only where reference is made in this Tariff.

4. The term "HOLIDAY" means: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the points where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.

5. The term "PRIVATE RESIDENCES" shall apply to the entire premises on which a dwelling for living is located.

6. The term "DENSITY": Where rates are applicable according to the density of articles as tendered for shipments, the word "density" means "pounds per cubic foot". The cube of loose articles or pieces, or packaged articles, shall be determined as set forth in Item 111.



7. Where the terms “LTL,” “AQ” or “Less-Than-Truckload” or “Any Quantity” are used, such terms refer only to an amount of freight subject to rates applying on less than 20,000 pounds.

8. Where the terms “Vol.,” “TL” or “Volume” or “Truckload” are used, such terms refer only to an amount of freight subject to rates applying on 20,000 pounds or more and further subject to any stated minimum weights provided in connection with rates or provisions.

9. The term “CARRIER” refers to TMT Industries Motor Freight Line, LLC d/b/a TMT INDUSTRIES LTL FREIGHT, whether operating as a less-than-truckload (LTL) carrier, as a broker, or through its truckload carrier affiliate TMT Industries TL Plus, LLC.

10. The term “PAYOR” or “PAYOR OF FREIGHT CHARGES” refers to the party contracting (pursuant to a contract, to this Tariff, to published pricing, to a quote, or to a bill of lading) with Carrier for transportation of freight. Subject to provisions of this Tariff, the PAYOR or PAYOR OF FREIGHT CHARGES will be responsible for payment of all freight and other charges owed to Carrier.

### **23. BILLS OF LADING/CORRECTED BILLS OF LADING**

1. A charge of \$44.00 in addition to all other applicable charges will be assessed against the payor of the freight charges for processing corrected bills of lading. Any change in the collection status will not be permitted after payment has been received.

2. Carrier must receive written request for change in the collection status or paying party within a period of 30 days from the date of the initial bill of lading.

3. Any correction to a bill of lading or any request to change the terms of the bill of lading or the status of the payor from prepaid to collect must be submitted to the Carrier in writing.

4. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after a shipment has been delivered.

5. Carrier reserves the right to deny a change of terms to a freight bill after an OS&D delivery exception has occurred. If the request is inadvertently accepted after the declination, Carrier reserves the right to revert to the original terms of the shipment.

6. A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected bill of lading has been signed. If the corrected bill of lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in the collection status remains liable and will guarantee payment of the freight charges should the new payor fail to pay within the prescribed credit guidelines.

7. A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper or consignor and the shipper or consignor must have established credit with TMT INDUSTRIES. A request to change the collection status may be submitted by the shipper or consignor on the shipper's or consignor's letterhead in lieu of a corrected bill of lading, subject to all other provisions of this Item.

8. When the Carrier is instructed, after the shipment has been picked up, to bill the freight charges to a third party and such information is not shown on the bill of lading at the time of shipment.

9. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status of the payor will be assessed against the payor of freight charges on the corrected bill of lading.

10. Corrected bills of lading changing the description, density or weight of commodities in a shipment will not be accepted by the Carrier without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected bill of lading. The Carrier reserves the right to refuse corrections where the validity of the corrected information has not been verified to the satisfaction of the Carrier, or where execution of the correction request would violate laws, rules or regulations. Any decision on whether to accept corrections to bills of lading under this paragraph shall be within Carrier's sole discretion.

11. An additional \$23.00 charge will be assessed whenever a shipper or consignor neglects to include a valid quote number on the original bill of lading and a change is required to add the quote number and rate at a later date.

12. Carrier reserves the right to deny correction requests to add/remove a volume, spot, or discounted quote to a freight bill after the freight has been delivered. If the request is inadvertently accepted after the declination, Carrier reserves the right to revert to the original rating of the shipment.

## **24. BILLS OF LADING, STRAIGHT – CONTRACT TERMS AND CONDITIONS**

Unless otherwise agreed to in writing in advance of carriage by an authorized official, contract terms shall be those contained in the current form of Carrier's bill of lading published on Carrier's website and in the Uniform Straight Bill of Lading contained in National Motor Freight Classification 100-AS (and successor publications) Item 250150 in effect on the date shipment was tendered to the carrier. Only carrier officials or personnel authorized to do so by the Carrier are empowered to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions.

Drivers employed or hired by the carrier are among those excluded from the category of authorized carrier personnel. Where an unauthorized bill of lading issued by the shipper or consignor is signed for by the Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the intent 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 the carrier. Reference made in bills of lading to tariffs, classifications, rules, or tariffs on file means the Rules Tariff. The Rules Tariff is published on Carrier's website and available to Carrier's customers on request.

## **25. BILLS OF LADING – ORDER NOTIFY SHIPMENTS**

Unless otherwise provided, Order Notify Shipments will be accepted, subject to a charge of \$25.00 per shipment, which charge will be in addition to all other lawful transportation charges.

## **26. BILLS OF LADING – LIABILITY AND PENALTIES**

Carrier will not be responsible for any liability provided on Bills of Lading except in accordance with items of this tariff. Carrier will not be responsible for any penalties, consequential damages, incidental damages, late fees, or any other similar charges regardless, even if shown on a shipper's or consignor's bill of lading. Carrier's drivers' signature does not indicate acceptance of any of the aforementioned terms.

## **27. BILLS OF LADING – COMBINED SHIPMENT RULE**

When Carrier is tendered more than one shipment, on the same day, moving to the same consignee, Carrier reserves the right to combine shipments as if they were in fact one shipment.

## **28. BLIND SHIPMENTS**

A blind shipment is when a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. The following conditions will apply to blind shipments when via TMT Industries:

1. Two bills of lading are required and both must be prepaid. Conditions outlined here must be satisfied prior to the shipment being tendered for transportation.
  - a. The original bill of lading from the shipper must show the actual shipper name, address, city, state and zip code consigned to Carrier's terminal serving the shipper.
  - b. The corrected bill of lading will identify Carrier as the shipper with the shipper's city, state and zip code and the actual consignee name and address. The corrected bill of lading must

reflect a Third Party; which must have established credit with Carrier. A letter of authority requesting the change must be sent to Carrier.

- c. The invoice is generated from the corrected bill of lading.
  - d. Section 7 of the bill of lading cannot be signed or, if signed, will be inoperative.
  - e. The freight bill will reference the corrected bill of lading information and the original bill of lading freight bill number.
  - f. Carrier will not ensure the confidentiality of the transaction.
2. The charge for this service will be \$139.00 in conjunction with all other applicable charges.
  3. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
  4. Charges for "Marking or Tagging" as published in Tariff will not apply.
  5. Carrier will make a diligent effort to execute a request for Blind Shipment, but will not be responsible if such service is not affected.

### **29. HIGH COST DELIVERY AREA CHARGE –**

Shipments originating from or destined to the destinations below will be subject to \$75.00 charge per shipment. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

#### *Zip Code*

92656, 92698, 91302, 91372, 92231-32, 92008-11, 92013, 92018, 93013-14, 91709, 92629, 92014, 92240-41, 92243-44, 93116-18, 93199, 90254, 92251, 91932-33, 92201-03, 92037-39, 92092-93, 92247-48, 92253, 92694, 92651-54, 92211, 92255, 92260-64, 92292, 92329, 92371, 92581-83, 93101-03, 93105-11, 93120-21, 93130, 93140, 93150, 93160, 93190, 91024-25, 93067, 92276, 91042-43, 92283, 92284, 92286

### **30. CANCELLATION OF TARIFF ITEMS**

When individual items of this Tariff are amended or cancelled, the effective date of each such amendment or cancellation will be noted. Amendments and cancellations will be effective for shipments tendered to Carrier after the effective date.

### **31. COLLECTION OF FREIGHT CHARGES**

#### Section A - General

1. All rates and charges are subject to the payment rules and regulations provided in 49 CFR Part 377 as amended and in effect at the time of shipment.

2. All lawfully applicable freight charges are due and payable at time of shipment for PREPAID shipments, and at time of delivery for COLLECT shipments. Upon request and receipt of information sufficient to assure payment of freight charges at a later date, and at Carrier's discretion, credit may be extended for a period of thirty (30) calendar days, beginning on the day following the date of mailing of the Freight Bill by the carrier, including Saturdays, Sundays, and holidays.

3. 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 shipper.

4. A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid by the consignee.

5. If, in the judgment of Carrier, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

6. If a shipment is required by this Tariff to be prepaid, it will be accepted on a collect basis only if the consignor or shipper has established credit with Carrier and the consignor or shipper guarantees to pay the charges if the consignee fails to do so within the time allowed under the provisions of Item 435 of this Tariff. Such a shipment will not be accepted if the consignor executes Section 7 of the Bill of Lading.

7. The consignor and shipper remain liable for transportation charges when there are incomplete or conflicting terms or information on the bill of lading.

8. No shipment will be accepted when the line haul transportation charge is partially prepaid or partially collect.

#### Section B – Service Charges

1. This section establishes a service charge for payments made after the expiration of an authorized credit period, as permitted by 49 C.F.R. 377.203(e)(3). Carrier hereby informs shipper that:

a. The only purpose of this rule is to prevent a shipper who does not pay on time from having free use of funds due the Carrier;

b. Carrier does not sanction payment delays; and

c. Failure to pay within the authorized credit period will, despite this provision for a service charge, continue to require the carrier, before extending credit, to determine in good faith whether the shipper will comply with credit regulations in the future.

### Section C - Returned Checks

When a check is issued for payment of a carrier's freight bill, or to cover charges for any other lawfully applicable service performed by the Carrier, and the check is returned unpaid due to insufficient funds, or stop payment, or any other reason, an additional service charge of \$51.50 per check or the maximum amount allowed by applicable law will be assessed.

### Section D – Bank fees

Any charges assessed against Carrier for International bank fees will be payable by the Payor of Freight Charges.

### Section E - Third Party Billing

1. When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of shipment, except as provided in Paragraph 3.
2. When consignor or shipper requests Carrier to bill a third party, the shipment will be considered prepaid and payment of charges guaranteed by the consignor or shipper. If the third party fails to pay such charges within the specified credit period, the consignor or shipper will be responsible for payment.
3. Shipments subject to the provisions of this section will not be accepted if the consignor executes Section 7 of the Bill of Lading. If the shipment is inadvertently accepted, the signing of Section 7 will NOT be applicable and the consignor or shipper will remain liable for all freight charges.
4. A third party payor must have an address in the US, Canada, Mexico, or Puerto Rico. Others will not be accepted.
5. If a customer receives an invoice billing them as the 3rd party payor and it is not responsible for payment of the freight bill, the customer has 30 days to notify Carrier to remove them as the 3rd Party payor. This is subject to Item 360 rules and fees. This will not be applicable on paid freight bills. Any paid freight bills will not be reopened.

### Section F – Third Party Payments

All payments for freight charges made by the shipper or consignee to a freight forwarder, broker, or any other party shall not be deemed as payment received by Carrier unless otherwise agreed in writing by an authorized Carrier official. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor or shipper has established credit with Carrier and guarantees to pay the

charges if the third party fails to do so within the time allowed under the provisions of this Tariff. Such a shipment will not be accepted if the consignor executes Section 7 of the Bill of Lading or, if inadvertently accepted, the execution of Section 7 will not be effective. In all circumstances, the consignor or shipper remains liable for payment of freight charges.

#### Section G – Prohibition of Offsets

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 and overcharge claims. All claims for loss or damage shall be governed by Item 108 of 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.

#### Section H—Carrier Lien

Carrier has a lien on freight in its actual or constructive possession for the total amount of current and past due freight charges owed to Carrier by Payor. This lien includes freight charges, accessorial, or any other charges incurred on freight previously delivered by Carrier. To enforce its lien, Carrier may convert any shipment in its possession to on-hand freight. On-hand freight may be placed in public or private storage by Carrier. Once freight is placed on-hand, the provisions of Item 910 apply.

#### Section I—Delinquent Accounts

An account is considered delinquent when a customer has not paid freight charges within sixty (60) days, when the account is placed on a no-charge status, or is otherwise delinquent. Carrier reserves the right to apply all amounts owed by Carrier to customer to the customer's delinquent accounts receivable balance. Amounts owed by Carrier include amounts for approved freight claims, overcharges, credits, etc. Carrier reserves the right to apply all amounts owed by Carrier to customer to the delinquent accounts receivable account before forwarding the payment to the customer.

#### Section J—Intermediaries and Interline Carriers

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

1. The intermediary or interline carrier will segregate money due and owing to Carrier from other accounts.

2. Intermediary or interline carrier 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 §379 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledged or encumbered by any intermediary or interline carrier be inclusive of freight charges billed by it to the extent those freight charges are due and owing to Carrier.
6. Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the bill of lading is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the bill of lading.

#### Section K—Miscellaneous Terms

Shipments will be accepted subject to the following provisions:

1. All freight charges on shipments for export, except to points in Canada, must be prepaid. (Not applicable on shipments moving on Government Bills of Lading.)
2. Freight charges must be prepaid or guaranteed on all shipments consigned to or care of Amusement Parks, Trade Shows, Traveling Shows, Chautauguas, Fairs or Exhibitions.
3. All freight and accessorial charges on all shipments consigned to federal, state, county, or local governmental bodies of agencies, including schools, must be prepaid or guaranteed.
4. All freight and accessorial charges on all shipments consigned to Amazon.com must be prepaid or guaranteed.
5. When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less the charged valued in US currency.

#### **32. Quotation of Estimated Charges**

##### 1. GENERAL

- a. When Carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision



(s) as applicable to those facts concerning the shipments (s) which are made known to the Carrier.

b. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding whether on the Carrier or the shipper.

c. All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped, transportation, and related services performed in connection therewith. Regardless of the rate estimate furnished by Carrier, charges will be assessed based on the actual commodity shipped and services actual performed to fulfill its duty of service.

d. Should Carrier be requested to perform loading or unloaded services at origin or destination, applicable labor and detention charges will apply, unless specifically negotiated.

e. Customer is liable for any fines received, as well as excess labor used in reloading to correct axle or gross vehicle weight overloads.

f. TMT Industries will honor LTL quotes for 3 business days.

## 2. VOLUME/SPOT/DISCOUNTED QUOTES

a. "Volume Quote," "Spot Quote," or "Discounted Quote" shall mean any price quotation derived from a non-published tariff, scale, or pricing document that is subject to change on a daily basis due to balance, carrier need, or other freight characteristic and is generally quoted verbally or in writing as a result of a telephone or emailed quote request. Customers without an open account or published pricing with TMT Industries who request a quote will be provided a Volume Quote, Spot Quote, or Discounted Quote and should be aware of the terms and limitations provided herein.

b. Shipments made pursuant to Volume, Spot, or Discounted Quote have a maximum cargo damage liability of \$5.00 per pound, subject to a maximum liability of \$50,000.00 per shipment with no exceptions. For alternative liability options and liability limitations regarding quotes please see Item 108-Carrier Liability for Cargo Loss and Damage Claims.

c. TMT Industries will honor Volume, Spot, or Discounted Quotes for 3 business days. e. Should Carrier be requested to perform additional services at the time of pickup or delivery of a Volume Quote, Spot Quote, or Discounted Quote shipment, applicable accessorial charges will apply. Published accessorial waivers are not applicable on volume/spot quotes.

d. A Volume Quote, Spot Quote, and/or Discounted Quote does not constitute "exclusive use" of TMT Industries's equipment.

e. All Volume Quotes, Spot Quotes, and/or Discounted Quotes shipments will be loaded by the shipper and unloaded by the consignee unless specifically negotiated herein.

f. Volume quote rates will be charged based on the actual shipment characteristics. Shipments exceeding the quoted weight or linear feet limitation as specified by the quote issued may be subject to excess charges.

g. The bill of lading must have the TMT Industries quote number written on it. TMT Industries reserves the right to charge a Missing Quote Number charge for shipments tendered to TMT Industries without the quote number on the bill of lading.

h. TMT Industries reserves the right to deny correction requests to add/remove a Volume Quote, Spot Quote, or Discounted Quote to a freight bill after the freight has been delivered.

If the request is inadvertently accepted after the declination, TMT Industries reserves the right to change the rating to the original rating of the shipment.

i. TMT Industries reserves the right to deny correction requests to add/remove a Volume Quote, Spot Quote, or Discounted Quote to a freight bill after a delivery exception has occurred. If the request is inadvertently accepted after the declination, TMT Industries reserves the right to change the rating to the original rating of the shipment.

### **33. DETENTION OF VEHICLE – WITH POWER**

This item applies when Carrier's vehicles with power units are delayed or detained on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following provisions:

#### **1. GENERAL PROVISIONS**

a. This item applies only to vehicles which have been ordered or used to transport shipments and only when the delay or detention is not attributable to the Carrier.

b. Free time and detention charges for each vehicle will be as provided in PART 3 of this item.

c. The charges provided in this item will be assessed against the Payor of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee or a third party. When there is more than one Payor, charges will be prorated based on the weight of each individual shipment.

d. Nothing in this item shall require Carrier to pickup or deliver freight at hours other than the Carrier's normal business hours. This shall not be construed to restrict Carrier's ability to pickup or deliver shipments at times other than its normal business hours.

## 2. COMPUTATION OF TIME:

a. The beginning and ending times shall be noted on the Carrier's delivery receipt by the Carrier's employee and shall be binding on each party.

b. Computation of free time will begin when the Carrier's employee notifies a responsible representative of the consignor or consignee at the premises of pickup or delivery that the vehicle is available for loading or unloading. The time for each vehicle will end when loading or unloading is completed and the consignor or its representative, in the case of loading, furnishes the Carrier's employee a signed Bill of Lading or other documents necessary for forwarding the shipment, or, in the case of unloading, the consignee or its representative furnishes the Carrier's employee with a signed Delivery Receipt.

c. Computations of time are subject to and are to be made within the normal business hours at the place of pickup or delivery. If the Carrier's employee is permitted to work beyond this period, such working time shall also be included.

d. When loading or unloading is not completed at the end of normal business hours, the consignor or consignee, or its representative, shall have the option to request that the vehicle remain at its premises without power or to request that the vehicle with power be returned to the Carrier's terminal subject to the following:

i. If the vehicle with power is changed to a vehicle without power before expiration of the free time for a vehicle with power, free time will cease immediately at the time the request is made and detention charges for a vehicle without power will begin immediately with no further free time allowed.

ii. If the change to a vehicle without power is requested and made after expiration of free time for a vehicle with power, the vehicle will be subject to accrued charges for detention with power, if any, and charges for detention of a vehicle without power will begin to accrue immediately with no further free time allowed.

iii. If the consignor or consignee requests that the vehicle be returned to the Carrier's terminal, computation of any remaining free time will cease at the time of the request. That portion of the shipment in the Carrier's possession will be subject to storage charges as provided in this Tariff. When the vehicle is returned to the consignor's or consignee's premises, computation of any free time will resume. That portion of a shipment that is redelivered to a consignee will be subject to redelivery charges as provided in this Tariff.

e. If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that the Carrier's employee advises the consignee that the shipment(s) is (are) available for delivery, the Carrier may consider the shipment(s) refused through no fault of the Carrier and the shipments will then become subject to redelivery, and, if applicable, storage charges.

**3. FREE TIME and DETENTION CHARGES:**

a. When the loading or unloading is delayed beyond the free time shown below, a charge of \$50.00 per vehicle for each 60 minutes or fraction thereof shall be made for the time consumed for the delay.

b. Free time for loading or unloading shall be determined as follows:

All shipments will be allotted 60 minutes of free time despite size and/or weight unless otherwise negotiated.

**34. DETENTION – VEHICLES WITHOUT POWER UNITS – SPOTTING OR DROPPING TRAILERS**

This item applies when Carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

**Section A—General Provisions**

1. Subject to the availability of equipment, Carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by the consignor or consignee, or as close thereto, as conditions will permit.

2. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the Bill of Lading must show "Shipper Load and Count".

3. Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the Carrier.

4. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.

5. Free time for each vehicle will be as provided in Section 33. After the expiration of free time, charges will be assessed.
6. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
7. Nothing in this item shall require Carrier to pickup or deliver spotted trailers at hours other than Carrier's normal business hours. This shall not be construed as a restriction on Carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.
8. The party on whose premises a trailer is spotted is liable for damage to the trailer that occurs while trailer is spotted.

#### Section B—Definitions

The following general definitions will apply when the below terms are used in this item.

1. "VEHICLE" means tractor-trailer combinations used for the transportation of property where:
  - a. "TRAILER" means mobile units with or without wheels, used to transport property.
  - b. "TRACTOR" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
2. "LOADING" includes:
  - a. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the Carrier.
  - b. Notification to the Carrier that the vehicle is loaded and ready for forwarding
3. "UNLOADING" includes:
  - a. Surrender of the Bill of Lading to the Carrier on shipments billed "TO ORDER"
  - b. Payment of lawful charges to the Carrier when required prior to delivery of the shipment.
  - c. Notification to the Carrier that vehicle is unloaded and ready for forwarding.
  - d. Signing of delivery receipt.
4. "PREMISES" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

5. "SITE" means a specific location at or on the premises of consignor, consignee or other designated party.

6. "SPOTTING" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by Carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 33, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the Carrier, and free time shall accrue as provided in Section 33.

7. For the purpose of this item, the terms "SPOTTING" and "DROPPING" are considered to be synonymous and are used interchangeably.

#### Section C—Computation of Free Time

##### 1. Commencement of spotting and free time:

a. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor.

b. When any portion of the 24-hour free time extends into a Saturday, Sunday or holiday (national state, or municipal), the computation of free time for such portion shall resume at 12:01 AM on the next day which is neither a Saturday, Sunday, nor holiday.

c. Free time shall not begin on a Saturday, Sunday, nor holiday (national state, or municipal), but at 8:00 AM on the next day which is neither a Saturday, Sunday, nor holiday.

d. When a trailer is both 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.

##### 2. Termination of Spotting and Notification:

a. Consignor, consignee or other party designated by them shall notify Carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be

deemed to be spotted and detention charges will accrue until such time the carrier received notification. Notification by telephone if convenient and practical, otherwise by mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to Carrier or other party designated by Carrier for the purpose of advising such Carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, Carrier may require written confirmation.

b. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by the, the free time and detention charges will be applied as follows:

i. If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.

ii. If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition, thereto, the vehicle will immediately be charged detention for a vehicle with power with no further time allowed.

### 3. Prearranged Scheduling:

a. Upon reasonable request of consignor, consignee, or other party designated by them, the Carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.

b. If Carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.

c. If Carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

### Section D—Charges

1. GENERAL DETENTION CHARGES: After the expiration of free time as provided in Section 3(a), charges for detaining a trailer will be assessed as follows:

For each 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included) \$100.00.

2. DELAY IN TRAILER PICKUP CHARGE: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30-minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention

charges for vehicles with power will commence from the time of arrival as specified in Item 500.

3. DELAY CHARGE: In the event performance by consignor, consignee, or other party designated by them is affected by any cause beyond the reasonable control of such party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such party, and such party is taking reasonable measures to remove or mitigate the effects of the applicable cause, makes it impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$100.00 per day or fraction thereof, per trailer, will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

### **35. EXTRA LABOR – LOADING OR UNLOADING**

1. When requested by the consignor or consignee, extra labor will be furnished by the Carrier for loading or unloading. At each location where extra labor is used, the charge per laborer will be as follows:

#### **TIME OF USE OF EXTRA LABOR CHARGE**

For the first 3 hours or less \$237.50

For each hour or fraction thereof in excess of 3 hours, but not over 8 hours \$60.00

For each hour or fraction thereof over 8 hours \$ 85.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor, if the extra labor is used for loading or if the consignee is within the premises of an airport, or a county, state, or government facility that require deliveries with 2 people or that requires an escort. This charge will be assessed against the consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee. Charges for extra labor for unloading may be assessed against the consignor if requested by the consignor and so noted on the Bill of Lading

2. Carrier's records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:



a. Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.

b. Identification of vehicle tendered for loading or unloading.

c. Number of extra laborers used and the number of hours or days each such laborer was used.

3. The provisions of this item will not apply on Saturdays, Sundays or holidays. On such days, Carrier will apply the charges provided in Item 754 (Pick-up or Delivery Service – Saturdays, Sundays or Holidays).

4. The provisions of this item do not obligate the Carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

#### 5. Definitions

a. Consignor, as used in this item, means the party from whom the Carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether it be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the Carrier does not have an interline agreement or other person to whom the Bill of Lading is issued.

b. Consignee, as used in this item, means the party to whom the Carrier is required, by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether it be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the Carrier does not have an interline agreement, or other person designated on the Bill of Lading.

### **36. INSIDE PICK UP OR DELIVERY (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE)**

1. When requested by consignor or consignee, and carriers' operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions (Pick-Up or Delivery Service).

2. Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier. The charges for providing

this service will be \$7.70 per cwt, subject to a minimum charge of \$150.00 per shipment, and a maximum charge of \$660.00 per .

3. When shipments are accorded split pick up, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately, wherever the service is performed.

4. The charges provided in this item will be in addition to all other lawful charges. The party responsible for the freight charges shall also be responsible for the charges accrued under this item.

### **37. LIFT GATE SERVICE / HAND UNLOAD**

1. Where Carrier is required or requested to hand unload off truck, employ mechanical loading devices, including hydraulic lifting or lowering devices, to accomplish pick up or delivery of the goods to or from Carrier's vehicle, an additional charge of \$4.40 per CWT, subject to a minimum charge of \$100.00 and a maximum charge of \$330.00, will be assessed upon the actual weight of the shipment or shipments for which such service is rendered at one time.

2. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicles.

3. If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.

4. The Payor of the freight charges shall also be responsible for the charges accrued under this item.

5. Lift gate service does not obligate Carrier to unload freight. Carrier will transfer freight to the top of the lift gate or off of the trailer, at which time delivery is complete. If equipment is used, consignee must unload freight. Carrier will not be liable for damage occurring during unloading after delivery is complete, even if Carrier's driver unloads or assists with unloading.

### **38. LUMPER FEES**

1. When Carrier is required or requested to acquire, employ, or utilize any outside service to load and/or unload freight from and/or to the Carrier's vehicle, total lumper charge will be added to final invoice, a receipt for the complete lumper charges will be made available 24 hours after delivery.

2. A lumper-processing fee will be added to all freight bills requiring lumper services, which include drop trailer delivery accounts where TMT Industries pays an unloading allowance.
3. The lumper-processing fee is \$25.00 per shipment, this will not be credited towards total lumper charge.
4. The payor of the freight charges shall be responsible for the charges accrued under this item unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee, or a third party.
5. Certain locations that require lumper services to complete the pickup and/or delivery process have been identified and flagged into carrier's system. Carrier reserves the right to charge lumper fees and processing fees on freight bills that require lumper services to complete the pickup and/or delivery of said shipments.

### **39. MARKING OR TAGGING FREIGHT**

#### Section 1

Carrier will, at the request of the shipper or consignee, change or alter, according to instructions received, the markings or tags on any packages or pieces of freight, subject to the following charges: \$2.50 per package, or piece of freight, on which the marking or tag is changed or altered, subject to a minimum charge of \$45.00 per shipment and a maximum of \$175.00. The Payor of freight charges is responsible for payment of charges imposed pursuant to this Item. In marking and/or tagging freight pursuant to this Item, Carrier will use information contained on the bill of lading. Carrier is not liable for any damages arising from improperly marking and/or tagging freight where Shipper has failed to mark and/or tag freight as required. In its discretion, Carrier may refuse to accept for transportation any freight that is not properly marked and/or tagged.

#### Section 2

Freight must be marked and/or tagged by consignor in accordance with NMFC Item 580. Where freight is not marked and/or tagged as required by NMFC Item 580, Carrier may, in its discretion, mark and/or tag freight, subject to the following charges: \$2.50 per package, or piece of freight, on which the marking or tag is changed or altered, subject to a minimum charge of \$45.00 per shipment. The Payor of freight charges is responsible for payment of charges imposed pursuant to this Item. In marking and/or tagging freight pursuant to this Item, Carrier will use information contained on the bill of lading. Carrier is not liable for any damages arising from improperly marking and/or tagging freight or electing not to mark and/or tag freight where Shipper has failed to mark and/or tag freight as required. In its discretion, Carrier may refuse to accept for transportation any freight that is not properly

marked and/or tagged. Except as provided in this item, the provisions of NMFC Item 580 will apply.

#### **40. Classification of Undescribed Commodities**

If a shipment is inadvertently accepted without a commodity description, the carrier will make an attempt to ascertain and apply the appropriate class. If no description, class or pcf has been provided on the BOL the following provisions will be applied to the undescribed commodity.

Freight will be deemed to be class 175, and FAK rates will not apply.

#### **41. NOTIFICATION PRIOR TO PICK UP OR DELIVERY**

On shipments, upon which charges are based on less than 20,000 pounds, inclusive of minimum charges, a charge of \$25.00 per shipment will be assessed when the Carrier is required to give telephone or written notice of pick up, arrival, or to schedule a delivery appointment after the shipment is available for delivery. Shipments held at terminal for pickup will be assessed a notification fee. When carrier is instructed by consignee or other designated party to hold the shipment at a terminal for a designated period or an appointment is scheduled beyond 24 hours of appointment notification, storage charges in accordance with provisions of this Tariff apply. Charges begin accruing at midnight on the first business day following the appointment notification or date of instructions received without notice. The Payor of the freight charges shall also be responsible for the charges accrued under this item.

#### **42. OVERWEIGHT VOLUME LOADS OR SHIPMENTS OF UNAUTHORIZED EXPLOSIVES**

Charges, fees, penalties, or fines levied by governmental or regulatory authorities for the following reasons shall be the responsibility of the shipper:

- A. Overweight volume loads caused by misrepresentation of weight by shipper.
- B. Shipments of unauthorized explosives or hazardous materials.

The carrier will charge, in addition to all fines or civil penalties, \$95.50 to the shipper for the handling of the above.

#### **43. MINIMUM CHARGE – DISCOUNTS**

When published discounts and/or contracts make reference to "minimum charge" or "absolute minimum charge", the amount referenced will only apply if the total charge after applying the discount to the appropriate base rates and minimum, falls below said amount. When published discounts and/or contracts make reference to "flat minimum charge", the

amount referenced will replace the minimum charge published in the tariff referenced within that item and/or contract.

#### **44. OVER DIMENSION FREIGHT**

1. Shipments consisting of such articles will receive the following fee, per shipment, in addition to all other lawfully published rates and/or charges. Such shipments will require an additional day of service.

##### Article Lengths Per Shipment Fee

8 feet but < 12 feet \$550.00

12 feet and greater \*\* \$1,200.00

\*\* If the shipment is 144 inches (12 feet or greater), the fee is \$1200.00.

2. Shipments requiring procurement of special permits because of their weight and/or shipments containing articles exceeding 28 feet in length, or 9 feet in height, or 8 feet in width (any of the above dimensions singly or combined) will not be accepted except by special arrangement with the Carrier and pursuant to rates agreed to by the Carrier.

3. This item will not apply on shipments subject to EXCLUSIVE USE, CAPACITY LOAD, OR CUBIC CAPACITY AND DENSITY rules, or to TL or volume rates and charges.

#### **45. CALIFORNIA COMPLIANCE SURCHARGE**

Shipments originating from and/or destined to the state of California will be subject to a charge of \$15.00 per shipment, in addition to all other applicable charges.

#### **46. PICKUP OR DELIVERY AT PRIVATE RESIDENCES**

1. Shipments picked up at, or delivered to, private residences or camps (other than military), farms, or businesses in rural areas will be assessed a charge of \$8.25 per CWT, subject to a minimum charge of \$110.00 per shipment, and a maximum charge of \$550.00 per shipment.

2. The charges provided in this item will apply separately for pickup and delivery and will be in addition to all other applicable charges.

3. The Payor of freight charges shall also be responsible for the charges accrued under this item, except charges on shipments moving on government Bills of Lading will be collected from U.S. Government.

4. Notification when requested at the location subject to this item, will be included in the charges listed herein.

5. Residential Delivery service is only to curbside and does not include assembling, packing, unpacking, dismantling, sorting, set-up, or removal.

6. As used in this item, the term “Private Residences” shall apply to the entire premises on which a dwelling for living is located.

**47. PICK-UP OR DELIVERY SERVICE – NON BUSINESS HOURS, SATURDAYS, SUNDAYS, or HOLIDAYS**

**1. AFTER BUSINESS HOURS, WEEKDAYS**

a. When pickup or delivery of a shipment, or a spot or drop of an empty trailer, is performed between the hours of 8 p.m. and 6 a.m., Monday through Friday, excluding holidays, a charge of \$175.00 will be assessed per shipment or empty trailer.

**2. WEEKENDS AND HOLIDAYS**

a. Carrier is not obligated to pick up or deliver shipments on Saturdays, Sundays, or holidays. However, if Carrier is requested and agrees to pick up or deliver freight, or spot or drop an empty trailer, on Saturday, Sunday or any other day generally observed as a holiday by Carrier at the point where the service is performed (See #6), the following charges will be assessed against the payor of the freight charges and will be in addition to all other applicable charges: \$200.00.

b. When there is more than one shipment, charges will be prorated on the basis of the weight of each individual shipment.

c. The provisions of this item are applicable if Carrier is required to spot or drop an empty trailer on a Saturday, Sunday, or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday, or holiday.

3. Carrier is not obligated to furnish pickup or delivery service Saturdays, Sundays, holidays, or after hours, even though they may be requested on the bill of lading.

4. Such charges shall be in addition to all other applicable charges.

5. The charges provided in this Item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee, or a third party.

6. When the holiday occurs on a Saturday, the previous Friday will be considered a holiday and when the holiday occurs on a Sunday, the following Monday will be considered a holiday.

**48. RECONSIGNMENT OR DIVERSION (NOTE D)**

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

1. DEFINITIONS OF RECONSIGNMENT OR DIVERSION: For the purpose of this item, the terms “RECONSIGNMENT” and “DIVERSION” are considered to be synonymous, and the use of either will be considered to mean:

- a. A change in the name of the consignor or consignee
- b. Change in the place of delivery
- c. Relinquishment of shipment at point of origin
- d. Instructions received by the originating carrier prior to receipt of shipment

2. CONDITIONS:

a. Requests for reconsignment must be made in writing or confirmed in writing. Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reassign a shipment.

b. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.

c. All charges applicable to the shipment, whether accrued or accruing, must be prepaid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.

d. Only entire shipments, not portions of shipments, may be reconsigned.

e. An Order for reconsignment of a shipment moving under uniform order Bills of Lading will not be considered valid unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.

f. When there is a conflict on a bill of lading between the consignee city and zip code, TMT Industries will bill/route using the zip code. This follows the rules of the United States Postal Service. If the shipment needs to be rerouted due to the conflict, it will be subject to this rule and applicable charges will be applied.

g. The provisions governing reconsignment “PRIOR TO TENDER OF DELIVERY” will apply only when Carrier receives the request for consignment:

h. Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or

i. Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).

Thereafter, the provisions governing reconsignment "AFTER TENDER OF DELIVERY" will apply.

3. Charges: Except as provided in NOTE D, reconsignment as defined in Paragraph 1 will be subject to the following:

a. Reconsignment prior to tender of delivery resulting in change of name of shipper or consignee with no change to delivery address. \$100.00

b. If Carrier relinquishes to consignee, someone other than original consignee, or another carrier at destination terminal. \$100.00

c. Change in destination prior to delivery within same day delivery zone. \$100.00

d. Change of destination prior to delivery outside the same day delivery zone, Applicable freight charges to new destination plus \$100.00

e. Change of destination after attempted delivery. Applicable freight charges to new destination plus \$100.00

f. Freight reconsigned in transit will be assessed combination rates from origin to intermediate point and from intermediate point to final destination plus \$100.00

g. If the change in destination is requested, and instructions are received, in time to effect the requested change at the original terminal of the originating carrier. \$100.00

h. All charges stated herein are in addition to the applicable rates and charges from point of origin to new destination.

#### 4. Reconsignment or Relinquishment at Point of Origin

Where a request is made by shipper, before a shipment has left Carrier's terminal at point of origin for (1) return of a shipment to the original place of shipment, (2) delivery of shipment to another carrier at point of origin, (3) to relinquish possession of the shipment to shipper or to another carrier at Carrier's terminal, or relinquishment of the shipment to shipper at Carrier's terminal at point of origin, such service, if performed, will be subject to a charge of \$50.00 Per shipment, plus new linehaul charges<sup>5</sup>. Instructions Received Prior to Receipt of Shipment

Upon instructions received by Carrier prior to receipt of a shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the Carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefor



(not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipment will be subject to a charge of \$100.00 per shipment.

6. If Carrier is required to unload freight to retrieve a shipment for reconsignment additional charges will apply.

#### **49. REDELIVERY**

When a shipment is tendered for delivery, and through no fault of Carrier, such delivery cannot be accomplished, additional tenders and final delivery will be subject to the following provisions:

a. If one or more additional tenders of final delivery of the shipment are made at consignee's place, an additional charge of \$150.00.

#### **50. PROOF OF DELIVERY**

1. The consignee is responsible for returning the delivery receipts to TMT Industries within 48 hours of unloading when Carrier has dropped a trailer at the consignee's location for unloading. Extending the 48 hours limit is prohibited unless there is a written agreement extending the time period.

2. Failure of the consignee to return the delivery receipts within the 48 hour allotted time periods permits Carrier to use any internal records including manifests, trip cards, seal records, etc. as proof of delivery.

a. The use of internal records as proof of delivery shall result in Carrier being absolved of any cargo claims for the shipments tendered to the consignee on the trailer that was dropped.

b. The use of internal records as proof of delivery shall satisfy proof of delivery for invoicing purposes.

#### **51. REFERENCE TO TARIFFS**

Where reference is made in this Tariff or in any bill of lading, contract, delivery receipt, or other shipping or contractual document to classifications, circular, rules, tariffs or portions thereof, such reference will be deemed to include this Tariff and any amendments to or successive issues of such classifications, tariffs or portions thereof.

#### **52. REWEIGH AND INSPECTION CHARGE**

A Weight and Inspection charge of \$33.00 per occurrence will be applied to any freight bill where an adjustment to linehaul charges has been made due to an inspection or reweigh resulting in a change in shipment weight or change in NMFC commodity class. This charge will be in addition to all other lawful charges. When mixed commodities are palletized by the

shipper, the increased weight will be charged at the lowest rated commodity in the shipment. When a bill of lading does not show a weight, the charge for weight determination is \$33.00 per shipment. The charge will be added per the terms of the bill of lading.

### **53. SEALING OF TRUCKS (SEALS OR LOCKS APPLIED TO VEHICLE)**

All seals or locks applied to a vehicle may be removed at the option of the carrier over whose line such vehicle is moving for the purpose of adding freight, transfer of freight, or for other purposes contributing to better utilization of the vehicle.

### **54. SINGLE SHIPMENTS**

Single shipments of 500 pounds or less (actual weight), picked up at one time and place unaccompanied by any other shipment of any description from the same place of pick up will be subject to an additional charge of \$45.00 per shipment. This charge will be in addition to all other lawfully applicable charges. The provisions referred to herein do not apply on shipments tendered at the carrier's terminal by consignor or consignors agent, nor on shipments picked up at the same time and place with any other shipment of any description from the same consignor, whether moving in interstate, intrastate, intercity or foreign commerce to any destination within or beyond the territorial scope of this tariff. Shipments tendered by a single party under different consignor names, for the purpose of this item, will be considered as being tendered by one consignor.

### **55. SORTING AND SEGREGATING**

When Carrier is required to sort and/or segregate consignor or consignee's shipment or shipments, or when Carrier is required to perform additional handling to complete delivery, a charge of \$4.00 cwt subject to a \$100.00 minimum charge will apply in addition to all other lawful charges. Additional handling includes, but is not limited to, removal of pieces from pallet, transfer of pieces from one pallet to another, placement of pieces in racks/shelves, etc. The party responsible for the freight charges shall also be responsible for the charges accrued under this item

### **56. ON HAND AND STORAGE**

#### **A. GENERAL**

Freight held in Carrier's possession (i) by reason of an act or an omission of the shipper, consignor, consignee, or owner or for customs clearance or inspection, or by order of a government authority, and through no fault of the Carrier, or (ii) when held by Carrier due to rejection by consignee or instruction from shipper based on damage, will 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.

1. Undelivered Freight at the destination terminal

a. Storage charges on undelivered freight held at Carrier's destination terminal will begin accruing at 7:00 a.m. on the first business day after notice of arrival has been given, except no charges under this item will be made when delivery of the shipment is accomplished within 24 hours after such notice of arrival has been given.

2. Freight held at Carrier's originating terminal

a. Storage charges for freight held at Carrier's originating terminal awaiting line haul transportation or instructions will begin accruing at 7:00 a.m. the day after freight is received by Carrier.

3. Freight stopped in transit

a. Storage charges for freight stopped in transit due to an act or omission by the consignor, consignee, or owner will begin accruing at 7:00 a.m. the day after such freight would have otherwise arrived at the original destination in accordance with Carrier's normal service standards as noted by Carrier's standard operating guidelines. Charges will cease accruing at 7:00 a.m. the day the freight is delivered or forwarded.

4. Appointment freight

a. Shipments for which a prior appointment for delivery has been scheduled will be allowed 24 hours free time. Following the 24 hours free time, the charges provided in this item will apply.

5. Delayed delivery instructions on the bill of lading

a. When Carrier has been given instructions at the time of shipment (such as a notation on the bill of lading) or prior to giving notice of arrival that the consignee will not accept freight for more than a 24 hour period after arriving at Carrier's delivering terminal, or the bill of lading contains instruction to call more than 24 hours before delivery, storage charges will begin accruing at 7:00 a.m. the first business day after arrival at Carrier's delivering terminal.

6. Prepayment of charges

a. Charges must be prepaid or guaranteed to the satisfaction of Carrier before shipments covered by the provisions of this item will be released.

7. When storage charges end

a. Except for freight stopped in transit, storage charges in this item will stop accruing when Carrier is enabled to deliver or transport the freight as a result of action by the consignor, consignee, owner or Customs official. Charges will not apply after 7:00 a.m. on the day the freight is delivered or transported.

8. Storage charges

Freight stored in Carrier's possession will be subject to storage charges as follows:

RATES:

Per PALLET, each 24-hour period.....\$10.00

MINIMUM CHARGES:

Per shipment per 24-hour period.....\$20.00

B. REFUSED OR IMPRACTICAL DELIVERY

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 consignor 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, based on Carrier's Tariff, shall start 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. If the Carrier does not receive disposition instructions within 24 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 5 days of the notification, Carrier may offer the shipment for sale at a public or private sale 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 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 owner of the property sold hereunder, upon claim and proof of ownership. Where Carrier has attempted to follow the procedure set forth hereinabove 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 the best advantage. Where the 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, delivery shall occur when the property is unloaded and Carrier is not liable for any damage, theft, or loss of the freight after delivery.

#### **57. VEHICLES FURNISHED BUT NOT USED – (TONU)**

1. When carrier upon receipt of a request to pick up a shipment upon which charges are based on 20,000 pounds or more or to furnish a vehicle for expedited service, or for the exclusive use of consignor at points within terminal area as defined in Item 980, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge of \$150.00 per day or fraction thereof per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

2. When carrier is requested to make a pickup of a LTL shipment and arrived at the scheduled time for pick up and no freight is given to carrier, a charge of \$150.00 will be assessed.

#### **58. BILLS OF LADING (FAK or FREIGHT ALL KINDS SHIPMENTS)**

For all transportation moving under FAK rates, shipper shall identify the specific commodity or product moving under such rates on the bill of lading. In the event that shipper fails to so identify the specific commodity or product, Carrier shall not be liable for any damages to or destruction of such product or commodity occasioned by or resulting from the loading of such product or commodity on the same trailer with other freight that is either incompatible with the product or commodity moving on FAK rates or is prohibited by applicable federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under FAK rates.

#### **59. LOADING BY CONSIGNOR – UNLOADING BY CONSIGNEE**

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following provisions:

1. At time of shipment, a notation must be made on the bill of lading and the shipping order by the consignor, that consignor is to load and/or consignee is to unload the shipment. This requirement will not apply when entire shipment consists of freight in a single container, freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 pounds or more tendered for shipment (loading required by consignor and unloading required by consignee per NMF 100 Item 568).

2. The complete loading and/or unloading of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense, without any assistance from Carrier. The Carrier's employee and power unit are to be released while loading and/or unloading is performed. At Carrier's option, the Carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

3. The complete loading service includes (a) the loading of the freight into or on the Carrier's vehicle and the stowing and arranging thereof, and (b) furnishing and installing any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation. The complete unloading service means that the consignee must remove the freight from position in which it is transported in or on the Carrier's vehicle.

4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee, otherwise the rate will not apply and rates otherwise published will be assessed.

5. In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.

6. If the consignor or any party tendering any portion of the shipment refuses to perform the loading, or if the consignee or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

## **60. LIMITED ACCESS LOCATIONS**

When Carrier makes a pick up or delivery at a location with Limited Access, the following charge shall apply: \$100.00

The terms LIMITED ACCESS LOCATIONS include but are not limited to the following:

- a. Commercial establishments not open to general public during normal business hours.
- b. Construction Sites (see note 1)
- c. Fairs, Carnivals, Chautauqua's
- d. Military Bases / Installations
- e. Mine Sites (see note 2)

- f. Prisons
- g. Schools and Universities
- h. Churches
- i. Mini Storage Facilities
- j. Piers/Wharfs
- k. Convention and Expo Centers
- l. Airports
- m. Non-Standard Equipment (See Note 3)
- n. Sites with extensive security processes
- o. Lodging Facilities (Hotel & Motels)
- p. Hospitals
- q. Nursing Homes / Assisted Living Facilities
- r. Casinos
- s. Power, Nuclear, and Water Treatment Plants
- t. Resorts- including Ski Resorts
- u. Golf Courses
- v. Country Clubs
- w. Funeral Homes
- x. Utility Sites
- y. Ports
- z. Amusement Parks
- aa. Marinas
- bb. Daycare and Preschool Facilities
- cc. State/National Parks
- dd. Cemeteries
- ee. Car Washes

ff. Gas Stations

gg. Animal Hospitals

hh. Restaurants

ii. Car Dealerships

jj. Shopping Malls

kk. Fire Stations

ll. Public Libraries

Freight charges must be prepaid on all shipments consigned to Limited Access Locations.

Note 1 - The term "Construction Site" shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2 – The term "Mine Site" shall be defined as the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

Note 3 –The term "Non-Standard Equipment" refers to equipment such as a straight truck. This accessorial applies when the customer requests freight to be picked up or delivered on a straight truck.

## **61. DENSITY - METHOD OF DETERMINING**

1. Where rates are applicable according to the density of articles as tendered for shipment, the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces, or packaging articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article piece or package by the cubage ascertained.

2. The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.



3. The vertical dimension (or height) of not less than 96 inches shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of:

(a) The nature of the article; or,

(b) Packaging or lack of packaging, used; or,

(c) Palletized in “pyramided”, “rounded off” or “topped off” manner; or,

(d) Specific instructions by the shipper on the bill of lading, or by the consignee, to the effect that no other freight is to be loaded on the top of the article.

4. When the width of an article is equal to or greater than 70 inches, it will be computed as having a width of 96 inches.

5. Shipments that are loaded in such a manner that determining the total cube of each package or handling unit is impractical, or shipments tendered in such a manner they cannot be transferred, will have the cubic feet calculated on the basis of linear feet of trailer occupied, times the actual height, but not less than 96 inches, and times a width of 96 inches.

#### **61-A. DETERMINING AVERAGED DENSITY CLASSIFICATION WHEN MULTIPLE DENSITY DRIVEN CLASSIFICATION ITEMS ARE IN A SHIPMENT**

1. Application of this item applies only on shipments that contain multiple commodities, which according to the NMF 100 Series have a density driven classification, within the same piece, package or shipment.

2. Despite the individual classification of individual pieces or packages, an averaged density\ class will be determined by dividing the piece or package weight by that total cubic feet of the said piece or package.

3. The said averaged density class, as determined in Item 1001-A 2, will be subject to an averaged density classification level as shown in the table below:

Sub 1 Less than 1 400

Sub 2 1 but less than 2 300

Sub 3 2 but less than 4 250

Sub 4 4 but less than 6 175

Sub 5 6 but less than 8 125

Sub 6 8 but less than 10 100

Sub 7 10 but less than 12 92.5

Sub 8 12 but less than 15 85

Sub 9 15 but less than 22.5 70

Sub 10 22.5 but less than 30 65

Sub 11 30 or greater 60

## **62. FUEL SURCHARGE**

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or contracts or other tariffs subject to this tariff, are hereby or will on their effective dates be increased as of provided below. In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The net line haul charge so determined will be further subject to the surcharge provided herein. The net line haul charge will be subject to a fuel surcharge as provided below. The amount of the fuel surcharge will be determined by the California highway Diesel Price as provided by the U.S. Department of Energy (D.O.E.). The current On-highway Diesel Price may be obtained by calling 1-202-586-6966 (24 hours per day). The highway Diesel Price announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the Wednesday of the same week based on the above referenced U.S.D.O.E. On-highway Diesel Price.

\*For application of the provisions herein, TL is defined as a shipment 1) having a billed or actual weight of 20,000 pounds or more, 2) rated per vehicle used, 3) capacity load shipment, 4) exclusive use shipment.

NOTE A - The term "LINE HAUL CHARGES" referred to herein applies to all charges other than accessorial charges.

NOTE B - Subject to a minimum charge of \$1.25 per shipment.

## **63. EXHIBITION SITES/TRADE SHOWS PICK UP OR DELIVERY**

Shipments originating at or destined to exhibition sites, trade shows, or advanced warehouses will be subject to an additional charge as indicated below. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item. The charge for this service will be \$208.50 per shipment. The fee includes limited

access and notification services. Class 125 will apply on exhibition material. Freight charges must be prepaid on all shipments consigned to trade shows or exhibition sites. If such shipments are inadvertently accepted with a bill of lading marked collect or on which Section 7 has been executed, the shipment will be prepaid despite such designation.

#### **64. SHIPPER LOAD OR CONSIGNEE UNLOAD**

In lieu of pick up or delivery service and when convenient for Customer and Carrier, Customer may load/unload Carrier's trailers or vehicles, under the following conditions unless a separate agreement between Carrier and Customer applies:

A. SHIPPER LOAD - when prearranged with Carrier's local operations, Carrier will spot or drop trailer at that Shipper's loading facility so the Shipper may load the trailers or vehicles at its convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner unless a contract between Carrier and Shipper provides otherwise:

1. At pick-up, Carrier will include "SL&C" on the bill of lading, indicating the Shipper counted and loaded the shipment without Carrier's driver present. The shipper will properly block and brace the freight. Carrier's failure to note "SL&C" on the bill of lading will not affect the liabilities of the parties, if the Shipper has in fact performed the counting and loading without a representative from Carrier present.
2. Carrier will provide seals for security purposes to the Shipper when requested. Failure to seal a load will not affect the terms and conditions outlined.
3. Carrier will notify the Shipper's representative by fax or e-mail on a carrier approved form of any exceptions within 24 hours of first unloading of the pick up unit. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.
4. Shortages will be reported as above by the handling unit count. The Shipper will advise Carrier disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Shipper caused shortage, the Shipper will allow Carrier to adjust the Bill of Lading accordingly to reflect actual piece count and weight.
5. Carrier will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of a concealed nature or shortage is within the shipper wrapped pallet that was delivered intact. In this respect, any claim following will be settled based on the findings of the investigation.
6. Carrier can be responsible for handling units only as applicable and to the extent that a piece count cannot be verified. Individual item numbers, carton numbers, and purchase

order number shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&C trailer.

7. Carrier will not decline liability of claims just because the bill of lading is noted "SL&C". The burden is Carrier's to either provide a clear proof of delivery, a properly reported exception or payment of the claim. The Shipper agrees not to file claims when discrepancies have been properly reported.

8. Other than normal wear and tear or an Act of God, damages or loss to Carrier's equipment while in the shipper's physical possession will be the liability of Shipper. The shipper will promptly reimburse Carrier for the cost of repairing or replacing such equipment.

9. Shipper or Consignee, as applicable, will defend, indemnify, and hold Carrier harmless from any and all claims (including costs and attorney's fees) made against carrier for bodily injury or property damage that occurs as a result of any negligence or other failure to load cargo on Carrier's trailer properly.

B. CONSIGNEE UNLOAD - Carrier will drop or spot trailers or vehicles at the Consignee's facility so the receiver may unload the trailers or vehicles. Any discrepancy on those shipments tendered, as CONSIGNEE UNLOAD will be handled in the following manner unless a separate contract between Carrier and Shipper or Consignee applies:

1. Carrier agrees to spot or drop trailers or vehicles at Consignee's place of business for Consignee to complete the unloading process within normal free time or otherwise agreed to in writing. See item 500 and 501 for details on normal free time.

2. Consignee will not utilize Carrier's equipment for any use other than the express purpose of unloading.

3. When the Consignee fails to report to Carrier's local service center that equipment is empty and available to Carrier for removal, it will be subject to detention rules and charges. See item 500 and 501 for details on detention rules and charges page.

4. Other than normal wear and tear or an Act of God, damages or loss to Carrier's equipment while in the Consignee's physical possession will be the liability of the Consignee. The consignee will promptly reimburse Carrier for the cost of repairing or replacing such equipment.

5. Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without Carrier's driver present. Carrier's failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of

the parties, if the Consignee has in fact performed the counting and unloading without a representative from Carrier present.

6. Carrier will provide sealed trailers with the Carrier's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.

7. Delivery receipts will be signed by the Consignee at time the trailer is dropped for unloading, or if not operationally feasible, will be available to Carrier no more than 24 hours after delivery.

8. The Consignee agrees to notify Carrier by fax or email on the carrier delivery receipt or a pre-approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped. The consignee is responsible to provide proof of proper and timely notification back to the carrier in the event of a claim.

9. Notice of any exception is to be faxed on the mutually approved form to the attention of the local terminal's OS&D associate.

10. Carrier shall not be liable for uncountable palletized orders, picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.

11. Carrier shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers, carton numbers, and purchase order number shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pick up, or as applicable, properly reported as received on a Shipper Load and Count trailer.

12. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. Carrier will not be held responsible for product stolen while in the possession of the Consignee.

13. Carrier agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is Carrier's to provide a clear proof of delivery when the documents are returned to the Carrier. It is the Consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.

14. Carrier will accept liability for any loss or damage to product that has been properly reported unless the loss or damage is one of a concealed nature. In this respect any claim following will be settled based on the findings of the investigation.

C. CONSIGNEE LIVE UNLOAD –

1. When requested by Consignee and agreed to by Carrier, Consignee may live unload its freight from Carrier's trailer. Consignee must give Carrier's driver access to the loading dock to observe the condition of the freight and the unloading process.

2. If Consignee refuses to give Carrier's driver access to the loading dock or trailer to observe the unloading process and/or refuses to sign a delivery receipt, the following rules apply:

a. Consignee must sign the delivery receipt before beginning to unload freight. Any damages or exceptions later reported by Consignee will be treated as concealed damage.

b. If Consignee refuses to sign delivery receipt, driver will notate the delivery receipt, and driver's signature will constitute clear delivery.

c. Consignee must not damage Carrier's trailer or freight belonging to other customers of Carrier. Consignee agrees to defend, indemnify, and hold Carrier and its employees/contractors harmless for all property damage, freight damage, and personal injury that it causes, may cause, or may have caused.

d. Consignee and its employees/contractors assume all risk of entering Carrier's trailer and unloading freight. Consignee and its employees/contractors waive and release all claims against Carrier and its employees/contractors for personal injury that occurs during unloading of freight. Consignee agrees to defend, indemnify, and hold Carrier and its employees/contractors harmless for all claims arising from personal injury that occurs in Carrier's trailer or otherwise during unloading of freight.

D. SHIPPER LIVE UNLOAD –

1. When requested by Shipper and agreed to by Carrier, Shipper may live load its freight to Carrier's trailer. Shipper must give Carrier's driver access to the loading dock to observe the condition of the freight and the loading process.

2. If Shipper refuses to give Carrier's driver access to the loading dock or trailer to observe the loading process and/or refuses to sign a bill of lading, the following rules apply:

a. Shipper must sign the Bill of Lading with notation "Driver Not Allowed on Dock" before it begins loading freight. Shipper must notate on the Bill of Lading with handling units loaded. Carrier's signature on the Bill of Lading will not establish receipt of freight in good condition. Any exceptions later discovered by Carrier will be deemed to exist at time freight was loaded. Carrier will not be liable for shortages within a palletized unit.

b. If Shipper refuses to sign a Bill of Lading, the driver's signature will not constitute acceptance of freight in good condition.

c. Shipper and its employees/contractors must not damage Carrier's trailer or freight belonging to other customers of Carrier. Shipper agrees to defend, indemnify, and hold Carrier and its employees/contractors harmless for all property damage, freight damage, and personal injury that it causes, may cause, or may have caused.

d. Shipper and its employees/contractors assume all risk of entering Carrier's trailer and loading freight. Shipper and its employees/contractors waive and release all claims against Carrier and its employees/contractors for personal injury that occurs during loading of freight. Shipper and its employees/contractors agrees to defend, indemnify, and hold Carrier harmless for all claims arising from personal injury that occurs in Carrier's trailer or otherwise during unloading of freight.

#### **65. NMFC EXCEPTION**

NMFC Items 300530, 300160, and 400150, each entitled "DISPUTE RESOLUTION," shall not apply to any freight damages claim filed against TMT Industries, any freight charges claim filed by TMT Industries, or any other claim, dispute, or litigation filed by or against TMT Industries arising from any freight transported by TMT Industries or any shipment otherwise subject to this Tariff.

#### **66. OPERATING AUTHORITY / NMFC EXCEPTION**

TMT Industries will generally transport freight tendered to it pursuant to its authority to operate as an interstate motor carrier pursuant to MC # 193181. However, TMT Industries reserves the right to provide transportation service through its brokerage authority, rather than acting as motor carrier. In the event TMT Industries chooses to handle a shipment as a broker, TMT Industries liability and obligations shall be as a broker and not a carrier. In the event that TMT Industries, acting as a broker, is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that TMT Industries is the carrier. When operating as a broker, TMT Industries shall have no liability for cargo loss. Section 1(a) of the Uniform Straight Bill of Lading, from NMFC Item 365, shall not apply when TMT Industries operates pursuant to its broker authority.

#### **67. FORCE MAJEURE**

Nothing in this Tariff shall require Carrier to provide service at any location from or to which it is impracticable, through no fault or neglect of Carrier, to operate vehicles because of:

- A) The condition of roads, streets, driveways, or alleys;
- B) Inadequate loading or unloading facilities; or

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.