

Supplement C to TYAR 125 (cancels Supplement B)

Three Way Transfer of Arkansas

(MC 249412)

Naming Rules and Accessorial Charges
Applying on
Interstate and Intrastate Commerce

(For reference to Governing Publications, see Item 100)

RULES TARIFF

This Tariff Applies on both Inbound and Outbound Traffic
And Joint Line Traffic

Effective: September 1, 2010

Issued By:

Randy D. Walker – Director of Sales

1022 South "Y" Street
Fort Smith, AR 72901

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Item 100 **GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following publications, including supplements thereto and subsequent reissues thereof AND is applicable on either Interstate or Intrastate shipments, as the case may be, unless otherwise specifically indicated:

- 1) National Motor Freight Classification Series 100, Supplements thereto or reissues thereof.
- 2) Mileage Guide No. 17, STB HGB 100-F, Supplements thereto or reissues thereof.

Item 110 **DEFINITIONS AND ABBREVIATIONS**

Business Day	The term shall mean each day, Monday thru Friday, excluding Holidays.
Cubic Feet	The amount of space consumed by a shipment, measured as LxWxH.
LTL	Less than Truckload; shall mean all shipments subject to LTL ratings in the NMFC Series 100, supplements thereto or reissues thereof, weighing less than 19,999 pounds. Shipments weighing between 10,000 and 19,999 shall be rated at the 10,000 pound LTL rate less any applicable discount. Shipments that weigh 20,000 pounds or more shall be rated at the actual weight using the 10,000 pound LTL rate level less any applicable discount.
NMFC	National Motor Freight Classification Series 100, Supplements thereto and reissues thereof.
Shipment	A "shipment" is a lot of freight received from one consignor at one point (or places within the confines of a single plant), on one day consigned to one consignee at one address and destination and covered by on the Bill of Lading.
TYAR	Three Way Transfer of Arkansas

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Item 150 **Application of Rates**

In no case shall the charge for any single shipment be greater than the charge for a greater quantity of the same kind of freight at the rate and weight applicable to such greater quantity of freight, all other particulars of the shipment being the same.

All shipments shall be rated at full applicable class rates from the TYAR 100 Series Class Rate Tariff in effect at the time of the shipment, unless subject to the terms of any published Rate Agreement, Contract or Numbered Rate Quote issued in writing by TYAR.

Unless otherwise indicated, where there exists more than one applicable rate contained in one or more Rate Agreement or Contract published by TYAR, the terms of said Rate Agreements or Contracts shall be assumed to alternate, with the lesser charges applying. Shipments subject to a Numbered Rate Quote will be subject to that rate only, and will not alternate with any other published Rate Agreement or Contract.

Item 160 **Application of Tariff**

The provisions of this Rules Tariff apply in connection with any published Class or Commodity Rate Tariff, Rate Agreement, Numbered Rate Quote or Contract (unless otherwise specifically mentioned), issued by TYAR and will be applicable on Interstate and/or Intrastate shipments.

Item 171 **Application of Classes**

Artificial construction of density to obtain a lower class (Bumping)

(Exception to NMFC Item 171)

- 1) The provision of NMFC Item 171 will not apply when the applicable pricing program provides for a class exception or freight all kinds (FAK) class.

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Item 200 **Bills of Lading**

A separate Bill of Lading conforming to the provisions of the National Motor Freight Classification Series 100 Rules must always be issued for each shipment and must include the name and address of one consignor and one consignee only. The Bill of Lading constitutes the complete contract of carriage between TYAR and the consignor. Particulars as to descriptions in the NMFC, and include the type of packaging used. NMFC Item and Sub numbers may be used in addition to, but not in place of commodity descriptions. TYAR reserves the right to inspect shipments where necessary to determine proper classification. When found to be incorrectly described, charges must be collected according to the proper description.

Item 210 **Bills of Lading – Corrected**

Requests for change in freight charge collection status will be accepted under these conditions only:

- 1) Consignor's request to change to Collect before shipment is delivered.
- 2) Consignor's request to change to Third Party Billing.
- 3) Consignor's request to change to Prepaid.
- 4) Consignee's request to change to Collect.
- 5) Third Party Payer's request to change to Third Party Billing.

Note 1) – TYAR will not be required to accept requests for change in freight charge collection status where the responsible party does not have established credit with TYAR, but may do so at their discretion.

Note 2) – TYAR will assess a **\$10.00** charge for new billing in addition to all other applicable Charges against the party requesting the change in freight charge collection status.

Note 3) – Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charge collection status will be assessed against the party responsible for payment of the freight charges on the corrected Bill of Lading issued by consignor.

Requests for change in freight charge collection status will not be accepted under these conditions:

- 1) Consignor's request to change to Collect after shipment is delivered.
- 2) Consignor's request to change to Collect if Section 7 (non-recourse clause) is executed.
- 3) Consignee's request to change to Prepaid or Third Party Billing.

Requests for changes in piece count, freight description, or weight will not be accepted from consignor consignee after the shipment has been delivered. Requests made before delivery will be accepted subject to TYAR's confirmation of the amended information. TYAR will assess a **\$10.00** charge for new billing in addition to all other applicable charges against the party requesting the change.

All requests for amendment to the terms or particulars of the Original Bill of Lading must be submitted in writing as either a Corrected Bill of Lading or other written request in the form of a Fax, Electronic Mail or Telegram clearly identifying the party making the request for amendment and the change(s) requested.

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Item 220 **Bills of Lading – Freight Charge Collection**

The signed Bill of Lading received by TYAR at time of pickup governs the terms of shipping pertaining to payment of freight charges. Freight charges on a Bill of Lading marked "Prepaid" must be paid by the consignor. Freight charges on a bill of Lading marked "Collect" must be paid by the consignee. Freight charges on a Bill of Lading not marked either "Prepaid" or "Collect" are considered as "Prepaid" and must be paid by the consignor.

When a party other than the consignor or consignee on the Bill of Lading is responsible for paying the freight charges, the consignor must place the name and address of such third party on the Bill of Lading at the time of shipment. Consignor must also guarantee payment of charges if the third party fails to pay such charges within the time limit allowed under Federal regulations. Third Party billed shipments will not be accepted if the consignor has executed Section 7 (non-recourse clause).

Item 270 **C.O.D. Shipments**

C.O.D. Shipments will be accepted for transportation by TYAR, subject to the following:

- 1) The amount of the C.O.D. must be noted on the Bill of Lading at the time Shipment is tendered to TYAR.
- 2) The charge for collecting and remitting the amount of each C.O.D. shipment will be **5%** of the C.O.D. amount, subject to a minimum charge of **\$45.00**.
- 3) Only the following forms of payment will be accepted in payment of the C.O.D. amount:
 - a) Cash up to a maximum of **\$250.00**;
 - b) Bank Cashier's Checks
 - c) Bank Certified Check
 - d) Money Order
 - e) Personal Check of the consignee when so authorized in writing or by endorsement on the Bill of Lading and shipping order by the consignor.

TYAR will accept only written requests from the consignor to return the shipment or to amend the Bill of Lading provisions on C.O.D. shipments subject to the provisions of this item by increasing, reducing, canceling or changing the form of payment of C.O.D. amounts, subject to the following:

- 1) The charge for any amendment regarding the C.O.D. shall be **\$25.00** per shipment.
- 2) All charges accrue under this item must be prepaid or guaranteed to the satisfaction of TYAR.
- 3) TYAR does not obligate themselves to accept the changes provided herein but upon request, a reasonable effort will be made to do so.
- 4) If a request to amend the provisions of a C.O.D. shipment is received after the shipment has been tendered for delivery and refused by the consignee, the shipment will also be assessed the applicable redelivery charge in addition to the charge for amending the C.O.D. Consignor must guarantee payment of both charges to the satisfaction of TYAR.

Shipments must be tendered on "Uniform Straight Bill of Lading" with the letters "C.O.D." stamped, typed or written on all Bill of Ladings and shipping orders immediately before name of consignee: or "C.O.D." in red letters at least one inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of the bill of lading.

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Item 300 Delivery By Appointment

When a Bill of Lading is tendered bearing any notation requesting TYAR to perform a specific appointed time of delivery, the charge for this service shall be **\$15.00** per shipment in addition to all other applicable charges. Charges will accrue to the Consignor on Prepaid shipments, and to the Consignee on collect shipments. This charge will also be assessed if there is no request for appointment delivery on the Bill of Lading, but the Consignee has a known policy that delivery may be made only by appointment.

Item 320 Density, Method Of Determining

Where classes are applicable according to the density of articles as tendered for shipment, the word "density" means pounds per cubic foot.

- 1) The cubage of loose articles or pieces, or packaged articles of a rectangular, elliptical or square shape one plane shall be determined by multiplying the greatest straight line dimensions of length, width and 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 division of the weight of the articles, piece or package by the ascertained cubic feet.

- 2) 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 the 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.

Item 350 Detention Charges – Vehicles With Power Units

This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to TYAR. Commencement for the computation of time shall begin when the driver, or a party for TYAR, has notified a responsible party for either the Consignor if detention occurs at pickup or Consignee if detention occurs at delivery, of the arrival of the vehicle for loading or unloading. A representative of the responsible party shall notate on the shipping document (either Bill of Lading or Delivery Receipt) the commencement and completion times. If the responsible party refuses to notate the required times, a party for TYAR may do so. Such notation will be binding to both parties.

The detention charge will be **\$15.00 per 15 minutes** or fraction thereof, subject to a minimum charge of **\$30.00**. Detention charges shall begin after the expiration of the free time and shall be computed as follows:

Actual Weight in Pounds	Free Time in Minutes
Less than 1,000	20
1,000 but less than 2,500	40
2,501 but less than 5,000	60
5,001 but less than 7,500	90
7,501 but less than 10,000	120
10,001 but less than 20,000	180
20,001 but less than 28,000	240
28,001 but less than 36,000	300
36,001 but less than 44,000	360
44,001 or more	420

(Item concluded on next page)

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When a vehicle with power is changed to a vehicle without power at the request of the consignor or consignee, the free time and detention charges will be applied as follows:

- 1) If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charge for vehicles without power will immediately commence with no further free time allowed.
- 2) If the change is requested and made after the expiration of free time for a Vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition, the vehicle will immediately be charged detention for vehicles without power, with no further free time allowed.

Item 360 Detention – Vehicles Without Power Units

This item applies when TYAR’s vehicles without power units are delayed or detained on the premises of Consignor, Consignee or on other premises designated by them. Such spotted vehicles will be allowed 24 consecutive hours of free time for loading or unloading. Computation of time begins when the trailer is spotted at the site specifically designated by the Consignor or Consignee and ends when TYAR is notified that the vehicle is ready for pickup.

When any portion of the 24-hour free time extends into a Saturday, Sunday or holiday, the computation of time for such portion shall resume at 12:01 am on the next day that is neither a Saturday, Sunday or holiday. Free time shall not begin on a Saturday, Sunday or holiday, but at 8:00 am on the next day which is neither a Saturday, Sunday or holiday.

The detention charge per vehicle assessed after the expiration of free time as follows:

For each of the 1 st and 2 nd 24 hour period or fraction thereof (Saturdays, Sundays and holidays excluded)	\$40.00
For each of the 3 rd and 4 th 24 hour periods or fraction thereof (Saturdays, Sundays and holidays excluded)	\$45.00
For the 5 th and each succeeding 24 hour period or fraction thereof (Saturdays, Sundays and holidays excluded)	\$50.00

When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other.

Item 400 Exclusive Use of Vehicle

Upon request by a Consignor, a truck will be furnished for the exclusive use of the Consignor, based on TYAR’s availability of equipment and manpower, for the transportation of shipments, subject to LTL rates or ratings. Request for Exclusive Use must be placed in writing on the Bill of Lading, and charges guaranteed by the party requesting the service, and Section 7 (non-recourse clause) may not be executed.

Charges will be computed at the legally published current rates and weights applicable to the shipment without reference to this Item, subject to a minimum charge computed at the class 100 10,000 pound line rate for 20,000 pounds. Discounts published as part of any Rate Agreement are not applicable.

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Item 450 Extra Labor – Loading or Unloading

In the event the Consignor or Consignee requests extra labor, extra labor will be furnished by TYAR for loading or unloading. At each location where extra labor is used, the charge will be as follows:

<u>Days - Hours</u>	<u>per hour or fraction thereof</u>	<u>Min Charge per man</u>
Monday thru Fridays 8 am – 5 pm	\$60.00	\$60.00
Saturday, Sunday, Holidays or Monday thru Friday 5:01 pm to 6:59 am	\$100.00	\$100.00

This provision does not obligate TYAR to furnish extra labor, if such labor is not available at the point of loading or unloading. The party requesting the extra labor will be responsible for payment of the extra labor charges and any such request must be in writing or another acceptable form of communication.

Item 470 Extreme Length

Shipments containing one or more articles that equal or exceed 14 feet in length will be subject to a charge of **\$35.00** in addition to all other applicable charges.

Item 475 Fuel Surcharge

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or other tariffs, Contracts or Rate Agreements will be subject to a Fuel Surcharge as follows:

- 1) Fuel surcharge on net line haul charge will be determined by the U.S. National Average On-highway Diesel Fuel Price. The current price may be obtained by calling 1-202-586-6966 (24 hours per day).
- 2) The applicable Fuel Surcharge will be adjusted up or down on Tuesday of each Week.

When the D.O.E U.S. National Average On-Highway Diesel Price is:		The Fuel Surcharge will be:	
At Least	But Less Than	LTL (19,999 or less)	TL (20,000 or more)
225 cents	230 cents	13%	20.4%
230 cents	234 cents	13.5%	21.2%
235 cents	239 cents	14%	22%
240 cents	244 cents	14.5%	22.8%
245 cents	249 cents	15%	23.6%
250 cents	254 cents	15.5%	24.4%
255 cents	259 cents	16%	25.2%
260 cents	264 cents	16.5%	26%
265 cents	269 cents	17%	26.8%
270 cents	274 cents	17.5%	27.6%
275 cents	279 cents	18%	28.4%
280 cents	284 cents	18.5%	29.2%
285 cents	289 cents	19%	30%
290 cents	294 cents	19.5%	30.8%
295 cents	299 cents	20%	31.6%
300 cents	304 cents	20.5%	32.4%

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- Note 1 – Fuel Surcharge is subject to a minimum charge of **\$4.00** per shipment.
- Note 2 – In the event the price per gallon for fuel exceeds 304 cents per gallon, the Fuel Surcharge would be increased 0.5% for LTL and 1.0% for TL for each incremental increase of 5 cents, beginning at 305 cents per gallon.
- Note 3 – In the event the price per gallon for fuel falls below 225 cents per gallon, the Fuel Surcharge would be decreased 0.5% for LTL and 1.0% for TL for each incremental decrease of 5 cents, beginning at 225 cents per gallon.
- Note 4 – Truckload fuel surcharge will apply when:
- a. Rates are stated as Per Truckload.
 - b. Actual or rated weight is 20,000 pounds or greater.
 - c. Subject to Capacity Load or Exclusive Use of Vehicle provisions.

Item 480 **Hazardous Materials**

TYAR will accept shipments of Hazardous Materials in accordance with the transportation requirements of the US Department of Transportation and other governmental regulatory agencies subject to the following:

TYAR will assess an additional charge off **\$11.00** per Bill of Lading for each shipment consisting wholly or partially of any substance classified by the US Department of Transportation as a Hazardous Material.

No provision of the item will obligate TYAR to perform service beyond the scope of its operating authority or certificates in violation of any government regulation.

Item 490 **Hydraulic Lift Gate**

Carrier will provide lift gate pickup or delivery where requested. The charges specified below will apply for either lift gate pickup or liftgate delivery and will be in addition to all other lawfully applicable charges. The party requesting this service will be responsible for payment of these charges unless charges are guaranteed by the shipper.

\$4.00 per 100 pounds
\$55.00 minimum charge

Item 500 **Impractical Operation**

In no case shall TYAR be required to perform pick-up or delivery service at any location from or to which it is impracticable to operate vehicles because of the condition of roads, streets, driveways, alleys or approaches thereto, inadequate loading or unloading facilities or due to any strike or riot.

Item 510 **Inside Delivery or Pickup**

When requested by Consignor or Consignee, and TYAR's operating conditions permit, TYAR may move shipment(s) or portions of shipment(s) to or from positions beyond the immediately adjacent loading or unloading positions defined in Item 700. Service will be provided to floors above or below the level accessible to TYAR's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to TYAR.

Service provided under this Item will be assessed a charge of **\$5.50 per 100 pounds**, subject to a minimum charge of **\$55.00**.

The charges provided in this Item will be in addition to all other lawful charges and unless the Bill of Lading is specifically endorsed to show prepayment by the Consignor of these charges, they will be collected from the Consignee and paid on delivery or payment guaranteed to the satisfaction of TYAR.

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Item 525 **Linear Foot Minimum Charge**

Except as otherwise provided, shipments which occupy at least 14 linear feet of vehicle space and more than one linear foot of vehicle floor space for each 350 pounds of shipment weight will be subject to a minimum charge based on the applicable class 77.5 rate multiplied by a calculated weight. The calculated weight shall be determined by multiplying the linear feet of vehicle floor space occupied by the shipment by 350 pounds for each linear foot, or portion thereof, of vehicle floor space occupied by the shipment.

NOTE 1 – TYAR shall load as fully as conditions permit and in the least amount of linear feet possible, consistent with safety and precautions against damage and any loading or unloading or packing conditions requested by consignor on the Bill of Lading and observing all legal requirements of state and other regulatory bodies. When loading is performed by the consignor (or consignor's agent), the linear feet occupied will be determined by the manner in which the consignor loads the shipment. TYAR may rearrange the shipment to comply with the aforementioned legal requirements.

NOTE 2 – Shipments subject to the provisions of this Item will not be subject to any otherwise applicable discounts. The provisions of this item are not applicable in connection with shipments subject to TL rates, mileage rates, or EXCLUSIVE USE OF VEHICLE provisions.

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Item 550 Liability – Published Transit Times

TYAR will make every effort to meet our published transit times for shipments tendered for transportation. In those instances where the transportation of an individual shipment does not meet our published transit time, TYAR will not be liable to Consignor, Consignee or their agents for any and all direct or incidental damages or costs claimed to result from this failure to meet the published transit times.

Item 570 Limited Liability and Full Value Coverage, Cargo Loss or Damage

Part I Limitation of Carrier’s Liability – Articles of Extraordinary Value

(SEE NOTES A AND B)

1. Except as otherwise provided, TYAR maximum liability for cargo loss or damage shall be limited as follows:
 - a. TYAR's maximum liability on shipments subject to a Spot Quote, Pallet Pricing or Volume/Truckload charges published in tariff TYAR 200 series will be:
 Per Pound per package.....\$ 2.00
 Not to exceed.....\$20,000.00
 - b. Unless otherwise provided, TYAR’s maximum liability per pound per package will be the lesser of the following not to exceed \$100,000.00 per shipment (whichever is less):
 - (1) Actual invoice value;
 - (2) Limited liability provisions shown on the bill of lading;
 - (3) Applicable Released Value or Actual Value liability provisions of the STB NMF 100 series; or
 - (4) \$20.00 per pound per package, whichever is less.
 Subject to a maximum liability per shipment of.....\$100,000.00.
 - c. When charges are determined using a Class Exception or Freight, All Kinds (FAK) , TYAR maximum liability will be:
 - (1) Actual invoice value;
 - (2) Limited liability provisions shown on the bill of lading;
 - (3) Applicable Released Value or Actual Value liability provisions of the STB NMF 100 series;
 - (4) As shown in the table below which shall be arrived at by determining the Actual Class of the articles as published in STB NMF 100 series, or the applicable Freight All Kinds (FAK)/Exception Class rating provided for the shipment. TYAR maximum liability will be that which is shown in Column B opposite the class shown in Column A.

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COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY
50	\$1.05	85	\$8.55	175	\$16.05
55	\$2.30	92.5	\$9.80	200	\$17.30
60	\$3.55	100	\$11.05	250	\$20.00
65	\$4.80	110	\$12.30	300	\$20.00
70	\$6.05	125	\$13.55	400	\$20.00
77.5	\$7.30	150	\$14.80	500	\$20.00

2. Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of "Extraordinary Value" and may not be accepted for transportation unless the shipper request "Full Value Coverage". (See PART IV of this item)
3. Shipments inadvertently accepted with an invoice value exceeding the value shown in (1) above, but without "Full Value Coverage" will be deemed to have been tendered subject to terms on file with TYAR without benefit of any discount that would otherwise apply had (1) above been applicable.
4. On shipments handled by TYAR in connection with another carrier (either Motor; Water or Rail), TYAR's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. For example: If the other carrier's maximum liability is \$5.00 per pound per package, the maximum carrier liability of the other carrier and TYAR will be \$5.00 per pound per package.
5. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
6. The term "package" means any primary shipping package authorized by the provisions of individual tariffs or NMF 100 series. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the maximum liability of TYAR will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.
7. Released Value for Incandescent, Fluorescent or other types of lighting bulb or tube shall be limited to \$0.10 per pound per package or Maximum of \$10,000.00 per shipment.
8. Liability for loss, damage, or destruction of Live Plants will be \$.50 per pound.
9. Liability for loss, damage or destruction of the following commodities shall be limited to \$5.00 per pound per package:
 - a. Cigarettes, Cigars, and smokeless tobacco;
 - b. Plasma, Projection, LCD and any other Television product;
 - c. Metal filing cabinets, metal tool boxes on wheels, pet carriers, metal partitions and shelving;
 - d. Surfboards; Canoes and Kayaks;
 - e. Wheels, chrome, magnesium, aluminum, or other than steel.
 - f. Ladders.
 - g. Live Plants.
10. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by TYAR from the original shipper, will be limited to lost freight only and TYAR will not be responsible for damages
11. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by TYAR from the original shipper and delivered without Exception, when TYAR is not given an opportunity to inspect prior to return, will be limited to lost freight only and TYAR will not be responsible for damages

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12. Liability for loss, damage or destruction of property bought over the internet from companies including, but not limited to eBay, Amazon and others, which is not new merchandise, will be subject to a maximum liability of \$0.50 per pound where carrier liability is established.
13. Liability for loss, damage or destruction for freezable cargo shall be subject to the limitations as provided in TYAR freezable policy. Unless the Bill of Lading is clearly marked as "Heater Service Required", carrier will not be liable for loss, damage or destruction resulting from failure to furnish required protection.
14. Corrected bills of lading or letters of authority to change or add valuations after delivery of the shipment shall not be accepted by carrier to determine liability.
15. When carrier performs a cross dock service on behalf of a customer to load or unload containers for prior or subsequent movement with a water carrier, liability for any claims shall be limited to \$0.50 per pound or actual loss, whichever is less.
16. Liability for loss, damage or destruction of an Interplant Move will be limited to \$2.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.
17. The provisions named above will not apply on commodities subject to specific released or actual value in items contained in STB NMF 100 series, but in no case will TYAR's liability exceed that outlined in Paragraph 1(a or b) of this part.

Part II Limitation of Carrier's Liability: 'Other Than New' Commodities

1. The liability of TYAR for cargo loss or damage on "other than new" commodities will be limited to a maximum liability of not exceeding \$.50 per pound per package. These provisions will apply on ALL commodities" other than new".
2. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will be considered as "other than new".
3. If the shipper declines or fails to declare the value or agree to a released value not exceeding \$.50 per pound per package, the shipment will not be accepted. If shipment is inadvertently accepted it will be deemed to have been tendered subject to terms on file with TYAR without benefit of any discount that would otherwise apply had the shipment been released to a value not exceeding \$.50 per pound.
4. Failure of the shipper to declare the commodity as "other than new" will not alter the application of this part.
5. Limited liability on "other than new" commodities includes, but is not limited to, STB NMF 100 series commodity groups as follows:
- 6.
7. Machinery Group (NMFC Items 114000 - 133454)
8. Automobile Parts Group (NMFC Items 17800 - 20252)
9. Electrical Equipment Group (NMFC Items 60500 - 63561)
10. Vehicles, Motor, Parts Group (NMFC Items 188500 - 193100)

Part III Limitation of Carrier's Liability: Air Freight

TYAR maximum liability for cargo loss or damage on property which is part of a continuous movement which has been or will be transported by an air freight carrier will be:

On Domestic Traffic:
Maximum Liability Per Shipment \$ 100.00
On International Traffic (the less of):
Maximum Liability Per Package \$ 100.00
Maximum Liability Per Pound \$ 9.07

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Part IV Full Value Coverage: Extraordinary Value

1. Commodities tendered for shipment with an invoice value exceeding values stated in Part I will be considered to be of "Extraordinary Value".
2. If shipper desires to tender a shipment to TYAR requiring carrier liability in excess of the limited liabilities named in this item, the shipper must indicate such in writing on the Bill of Lading at time of shipment, along with the invoice value of the shipment in substantially the following manner:

"FULL VALUE COVERAGE REQUESTED - INVOICE VALUE: \$____."

EXAMPLE: 1,000 pound shipment with an invoice value of \$30,000.00 is \$30.00 per pound which exceeds the limited liability provisions named in this item.
A customer requiring "Full Value Coverage" would show on the Bill of Lading at the time of shipment: "FULL VALUE COVERAGE REQUESTED - INVOICE VALUE: \$30,000.00"

3. Charge per \$100.00 of "Full Value Coverage":
- 4.
5. Between points in Continental U.S.A.....\$0.65
6. Between Continental U.S.A. and Canada, Mexico, or Puerto Rico..\$0.70
7. Minimum Charge per Shipment.....\$35.00

8. "Full Value Coverage": includes the amount of the invoice supplied by the shipper or consignee, plus the prepaid or collect freight charges not included in the invoice, plus 10.0% calculated, as follows:

EXAMPLE:

1. INVOICE AMOUNT - \$30,000.00, plus Freight Charges of \$395.50 = \$30,395.50
2. AMOUNT OF COVERAGE - \$30,395.50 multiplied by 110% = \$33,435.05
3. \$100.00 UNITS - \$33,435.05 divided by 100 = 334.35
4. FULL VALUE COVERAGE CHARGE = 334.35 multiplied by \$.65 = \$217.33
9. Unless otherwise indicated on the Bill of Lading at time of shipment, charges for "Full Value Coverage" will be paid by the party responsible for payment of the otherwise applicable freight charges.
10. When the rate and/or class is dependent upon released value as provided in the NMFC 100 series and "Full Value Coverage" is requested, the customer will receive benefit of lowest released value for the purpose of determining the applicable rate and/or class published in the NMFC 100 series.
11. "Full Value Coverage" is available on traffic moving between points with the 48 contiguous United States, and between points in the 48 contiguous United States, on the one hand, and points in Canada or Mexico, on the other hand.
12. Full Value Coverage may not be available on all commodities or values.

NOTE A-- When shipments move in international commerce from Canada to the USA, carrier liability will be governed by the value on the Bill of Lading. If no value is declared on the Bill of Lading, the carrier's maximum liability will be \$2.00 per pound for the entire weight of the shipment.

NOTE B-- Liability for loss, damage, or delay of cargo moving between Mexico and other countries:

With respect to any shipment originating outside Mexico with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination outside Mexico, THREWAY TRANSFER shall have no liability, either for itself or for the Mexican carrier involved in the move for loss, damage, or delay while in the possession of the designated brokers, freight forwarders, or Mexican carriers.

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Item 575 Marking, Labeling, or Tagging Freight

At the request of the Consignor, TYAR shall change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to a charge of **\$4.00** per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of **\$41.00** per shipment.

All charges accruing under the provisions of this item must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

Item 585 Mixed Shipments - LTL

On mixed shipments of LTL traffic moving on one Bill of Lading from one Consignor to one Consignee, the rate for each class will be the rate shown for that class applying to the total weight of the shipment. When it is necessary to increase the weight to take advantage of the lower rates on the next weight breakdown, the weight deficit will be subject to the rate applicable to the lowest rated article.

Item 600 Notification Prior to Delivery

When a Bill of Lading is tendered bearing any notation requesting TYAR to notify Consignee prior to delivery by any means whatsoever, the charge for this service shall be **\$15.00** per shipment in addition to all other applicable charges. Charges will accrue to the Consignor on prepaid shipments, and to the Consignee on collect shipments. The notification charge will also be assessed if there is no request for notification on the Bill of Lading, but the Consignee has a known policy that they must be notified prior to delivery.

Item 700 Pick-Up and Delivery Service

Except as otherwise provided, rates in Tariffs governed by this Tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by TYAR at one site, subject to the following:

- 1) Freight tendered for loading or unloading shall be so situated by the Consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for TYAR to place its vehicle for loading.
- 2) Freight must be tendered for loading and unloading during the regularly scheduled business hours and business days of TYAR.
- 3) TYAR will furnish only one person per vehicle for loading or unloading except as provided in Extra Labor.
- 4) The Consignor or Consignee may elect to waive the loading or unloading of freight by TYAR as provided in the Item by performing at their own expense the loading or unloading of shipments on or from TYAR's vehicle.
- 5) Loading and unloading service does not include assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.

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- 6) Loading or unloading service does not include furnishing by TYAR or the use by TYAR's employee of rigging or special loading or unloading equipment such as platform vehicle (other than hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in positions. When such equipment is required in loading or unloading, the Consignor or Consignee, as the case may be, shall furnish it and the necessary labor to operate such equipment at their expense, and shall assume responsibility for safe loading or unloading.
- 7) Where the Consignor's or Consignee's shipping or receiving facilities are not Reasonably level with floor level of TYAR's vehicle, or where on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one person, Consignor or Consignee must furnish adequate means by which the freight can be moved onto or off of TYAR's vehicle. In the absence thereof, rates in Tariffs governed by this Tariff will not include loading or unloading, except that TYAR's employee will render assistance.

Item 720 **Pickup or Delivery Service – Before or After Hours, Saturday, Sunday or Holidays**

When TYAR is requested by the Consignor or Consignee to provide pickup or delivery services before or after normal TYAR business hours, or on Saturdays, Sundays or holidays and TYAR has the equipment and personnel available to perform such services, the following provisions will apply.

- 1) Normal business hours are defined as Monday through Friday, 7:00 am to 6:00 pm, excluding holidays.
- 2) The following charges will apply in addition to all applicable charges on shipments where service is provided when requested before or after normal business hours or on Saturdays: **\$50.00 per man hour** or fraction thereof.
- 3) The following charges will apply in addition to all other applicable charges on shipments where service is provided when requested on Sundays or holidays: **\$75.00 per man per hour**, subject to a minimum charge of **\$350.00 per vehicle used**.
- 4) Time shall be computed upon notification by TYAR's employee to the responsible representative of the Consignor or Consignee that the vehicle or vehicles are available for loading or unloading at the premises of the Consignor or Consignee and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery, as the case may be.
- 5) The party requesting the service will be responsible for payment of charges accrued under this item and must be paid or guaranteed to the satisfaction of TYAR before such services are performed.

Item 750 **Prohibited or Restricted Articles**

Section 1 – Property of Extraordinary Value

The following property will not be accepted for shipment or as premiums accompanying other articles:

- | | |
|--|-----------------------------------|
| - Bank Bills | - Currency, other than coin |
| - Deeds | - Drafts |
| - Jewelry, other than costume | - Letters, with or without stamps |
| - Museum exhibits or articles of antiquity | - Notes |
| - Original works of art | - Postage stamps |
| - Precious stones | - Revenue stamps |
| - Valuable paper of any kind | |

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Articles of extraordinary value, as defined below, will be accepted for shipment, providing the shipper requests excess liability coverage as provided below;

- 1) Articles tendered with an invoice value exceeding \$15.00 per pound per package will be considered to be of extraordinary value. Such articles will not be accepted for transportation unless the shipper requests excess liability coverage. Articles inadvertently accepted with an invoice value exceeding \$15.00 per pound per package, but without excess coverage will be considered to have been released by the shipper at \$15.00 per pound, per package.

In the event of loss of and/or damage to any shipment, carrier's liability will not exceed \$15.00 per pound per package, subject to a maximum liability of \$100,000.00 per shipment, unless the shipper has requested excess liability coverage.

- 2) If shipper desires to tender a shipment requiring carrier liability in excess of \$15.00 per pound per package, then the shipper must indicate in writing on the bill of lading at time of shipment the total dollar amount of excess coverage requested.

Carrier will assess an additional charge of \$2.00 per each \$100.00 in excess of the initial maximum liability, subject to a minimum charge of \$50.00. Such charge is in addition to all other applicable charges. Charges are to be paid by the party responsible for payment.

Section 2 – Prohibited Articles

TYAR will not accept the following articles for transportation on either direct or joint line traffic:

- 1) Automobiles
- 2) Explosives – 1.1, 1.2, 1.3 and 1.5
- 3) Hazardous or Non-Hazardous Waste
- 4) Nitrocellulose
- 5) Radioactive Yellow III
- 6) Taxidermy Items
- 7) Carbon Black

Item 770 Reconsignment or Diversion

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**
 - A. A change in the name of the Consignor or Consignee.
 - B. A change in the place of delivery within the original destination point.
 - C. A change in the destination point.
 - D. Cancellation of shipment after commencement of loading.
- 2) **Conditions**
 - A. Requests must be made in writing and TYAR must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
 - B. TYAR 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 paid or guaranteed to the satisfaction of TYAR before reconsignment will be made.
 - D. Only entire shipments, not portions of shipments, may be reconsigned.
 - E. A request for reconsignment will not be considered valid unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.

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- F. Requests for reconsignment of C.O.D. shipments will be accepted only from the Consignor.
- G. The assessed charges will be the responsibility of the party requesting the reconsignment only, unless another party agrees in writing to the satisfaction of TYAR to be responsible for the assessed charges. In the case of the latter, the party requesting the reconsignment will be responsible for obtaining and forwarding to TYAR satisfactory written authorization from the party to be billed for the applicable charges.

3) Charges

If Resonsignment results in a change:	In the name of the Consignor or Consignee with no change in place of delivery	In the place of delivery within the original destination point	In the destination point
And reconsignment occurs		The charges will be	
Prior to tender of delivery	\$25.00 per shipment	\$25.00 per shipment	Published tariff rate to and from the reconsignment point + \$10.00
After tender of delivery	\$25.00 per shipment	A charge of \$4.05 per 100 pounds subject to a minimum charge of \$41.00 per shipment/ max charge of \$300.00	Published tariff rate to and from the reconsignment point + \$10.00

Item 790 Redelivery

When a shipment is tendered for delivery and through no fault of TYAR such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

- 1) If one or more additional tenders, or final delivery of the shipment is made at a Consignee's premises, a charge of **\$5.25 per 100 pounds**, subject to a minimum charge of **\$53.00**.
- 2) All charges accruing under the provisions of this Item must be paid, or guaranteed to the satisfaction of TYAR, by the party requesting redelivery before the shipment is redelivered.

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Item 795 Released Valuation and Liability on Commodities Subject to FAK's

Carrier's maximum liability is **\$15.00 per pound** per individual lost or damaged piece within the shipment, subject to a maximum liability of \$100,000.00 per shipment, and provided further that the Carrier's liability on articles other than articles, such as including but limited to used, remanufactured, or refurbished articles, shall not exceed (\$.10) ten cents per pound per individual lost or damaged piece within the shipments. And, provided further that the Carrier's liability on household goods and personal effects shall not exceed (\$.10) ten cents per pound per individual lost or damaged piece within the shipment.

Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff TYAR 125 shall be applied. In no case shall the Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or actual loss to the product, whichever is less.

TYAR's liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the articles(s) lost, damaged or destroyed; (2) limited liability provisions of the Bill of Lading or; (3) applicable limited liability provisions of the NMFC (note 2); whichever is less, subject to the maximums by exception class as shown below.

<u>*Class Exception</u>	<u>**Maximum Liability</u>
50	\$1.00
55	\$2.00
60	\$2.50
65	\$4.00
70	\$6.50
77.5	\$8.50
85	\$13.00
92.5 and 100	\$15.00

*For class exceptions class 110 or greater, the maximum liability is \$15.00 per pound per package.

**Maximum liability per pound per individual lost or damaged piece within the shipment.

NOTE 1 – When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, TYAR's liability will be determined by separately multiplying the lowest of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of weight of the total number of pieces.

NOTE 2 – Commodities subject to class exceptions of freight of all kinds (FAK) and class exceptions for which released Rating are provided in the NMFC, must be released to the lowest value provided for such commodity.

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Item 800 Construction Site Pickup or Delivery

Construction site pickups or deliveries will be defined as a pick-up or delivery at a site or location of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place. The charge for performing such construction site pick-up or delivery will be **\$3.50 per 100 pounds**, subject to a minimum charge of **\$65.00**.

All charges accruing under the provisions of the Item must be paid, or guaranteed to the satisfaction of TYAR, by the party requesting residential delivery before the shipment is picked up or delivered.

Item 810 Residential Delivery or Pick-Up

Residential pick-up or delivery will be defined as a pick-up or delivery at a site or location not engaged in manufacturing, retailing, warehousing or other commercial enterprises. The charge for performing such residential pick-up or delivery will be **\$4.00 per 100 pounds**, subject to a minimum charge of **\$63.00**.

All charges accruing under the provisions of the Item must be paid, or guaranteed to the satisfaction of TYAR, by the party requesting residential delivery before the shipment is picked up or delivered.

Item 811 Limited Access Locations

When making a pickup or delivery at a limited access location, a **\$54.00** per shipment will apply.

The term LIMITED ACCESS LOCATION includes but is not limited to the following:

- 1) Individual (mini) storage units
- 2) Churches
- 3) Schools
- 4) Commercial establishments not open to walk-in public during normal business hours
- 5) Fairs or carnivals
- 6) Prisons
- 7) Military Base/Installations
- 8) Mine Sites

In the case of delivery, such charge will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of the Consignee.

Item 870 Sorting, Segregating, Assembling or Recouping

Loading or unloading does not include assembling, packing, unpacking, inspecting, sorting or segregating freight. A charge of **\$.50 per package or \$1.00 per 100 pounds**, whichever is greater, will be assessed for sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics, subject to a minimum charge per shipment of **\$48.00**.

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Item 880 Stop - Offs

Truckload shipments may be stopped in transit at a point or points in route between original point of origin and the final destination for the purpose of partial unloading (or loading) provided the stop-off point is directly intermediate to the final destination (or origin) via the direct route over which operations are generally conducted by TYAR, subject to the following:

- 1) Arrangements for the stop-off must first be made with TYAR.
- 2) Stopping in transit privileges will only apply on shipments received on one day from one Consignor.
- 3) The name of places or addresses at which vehicles are to be stopped for completion of loading or partial unloading shall be shown, along with definite instructions and description as to articles to be unloaded (or loaded) either in the body of the Bill of Lading, or in a separate paper which shall be attached to and considered as part of the shipping documents.
- 4) Charges will be assessed on the basis of the applicable minimum weight or actual weight, when greater, of the entire shipment and at the truckload rate applicable from original point of shipment to the point which the highest rate applies where any portion of the shipment is delivered. The charges for each stop, exclusive of original pick-up or final delivery shall be **\$50.00** per stop, this will be in addition to all other charges assessed against the shipment. In cases where shipments are consigned to more than one Consignee, all charges must be prepaid.
- 5) Stopping in transit for partial unloading (or loading) will not be permitted for C.O.D. shipments.

Item 890 Storage Charges

Freight held in carrier's possession by reason of an act or an omission of the Consignor, Consignee or owner and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

- 1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 am, the day after freight is received by the carrier.
- 2) Storage charges on undelivered freight will begin at 7:00 am the first business day after notice of arrival has been given except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
- 3) Storage charges on freight stored in carrier's possession, other than that provided for in Paragraph (4), will be subject to the following minimum charges:

Minimum charges:

For each 100 pounds or fraction thereof per 24 hrs or fraction thereof ... **\$1.00**
 Minimum storage charge per day **\$10.00**
 Minimum storage charge per shipment **\$30.00**

Maximum charges (per shipment or per vehicle):

For the first 24 hours or fraction thereof **\$50.00**
 For the second 24 hours or fraction thereof **\$75.00**
 For the third and each succeeding 24 hours or fraction thereof **\$100.00**

- 4) Freight stored in carrier's possession which is subject to weights of 10,000 pounds or greater, or which is subject to Exclusive Use of Vehicle provisions, will be assessed the following charges:

For the first 24 hours or fraction thereof **\$50.00**
 For the second 24 hours or fraction thereof **\$75.00**
 For the third and each succeeding 24 hours or fraction thereof **\$100.00**

- 5) Storage charges under this item will end when carrier is able to deliver or transport the freight, as a result of action by the Consignee, Consignor or

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TYAR 125

<u>Number</u>	<u>Type of Service</u>	<u>Charge</u>
210	Bill of Lading – Corrected	\$10.00
270	C.O.D. Shipments	5% of COD Amount
	Charge per shipment	\$60.00
	Amending COD Charge	\$25.00
470	Extra Length – part of shipment exceeding 14 ft	\$35.00
480	Hazardous Materials Handling Charge	\$11.00
490	Lift Gate	\$4.00 per 100 lbs
	Minimum Charge	\$55.00
510	Inside Delivery or Pickup	\$5.50 per 100 lbs
	Minimum Charge	\$55.00
575	Marking, Labeling or Tagging Freight	\$4.00 per package
	Minimum Charge	\$41.00
600	Notification Prior to Delivery	\$15.00
770	Resignment or Diversion	
	-Prior to Tender of Delivery	
	• Change in Consignor or Consignee	\$25.00
	• Change in Place of Delivery	\$25.00
	• Change in Destination	Tariff Rates
	-After Tender of Delivery	
	* Change in Consignor or Consignee	\$25.00
	* Change in Place of Delivery	\$25.00
	- Charge per 100 lbs	\$4.05
	- Min Charge	\$41.00
	- Max Charge	\$300.00
	* Change in Destination	Tariff Rates
790	Redelivery	\$5.25 per 100 lbs
	Minimum Charge	\$53.00
800	Construction Site Pickup or Delivery	\$3.50 per 100 lbs
	Minimum Charge	\$65.00
810	Residential Delivery or Pickup	\$4.00 per 100 lbs
	Minimum Charge	\$63.00
811	Limited Access Locations	\$54.00 per shipment
	(Individual Mini Storages, Churches, Schools, Commercial establishments not open to walk-in public during normal business hours, Fairs or carnivals, prisons, Military Base/Installations, Mine Sites)	
870	Sorting, Segregating, Assembling or Recouping	.50 per pkg or \$1 CWT
	Minimum Charge	\$48.00
880	Stop Offs	\$50.00
890	Storage	
	Charge per 100 lbs per 24 hour period	\$1.00
	Min Charge per day	\$10.00
	Max Charge per day	\$50.00
	Max Charge 2 nd day	\$75.00
	Max Charge 3 rd day and after	\$100.00

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