

# PIDS 110 - E

## PRIEFERT LOGISTICS, LP

MC - 519729

### RULES AND CONDITIONS OF SERVICE

Provisions herein if effective will not result  
in an effect on the human environment.

FOR GOVERNING PUBLICATIONS, SEE ITEM 100.

ISSUED APRIL 15, 2013

EFFECTIVE JUNE 1, 2013

ISSUED BY  
Priefert Logistics, LP  
2630 S Jefferson  
P O Box 932  
Mount Pleasant, TX 75455



## INTRODUCTION

Priefert Logistics, LP (PIDS) transports freight for Customers as a contract carrier. Customers wishing to utilize Priefert Logistics, LP as a contract carrier must enter into a written contract covering a series of shipments over a continuing period of time. All shipments tendered to Priefert Logistics, LP are subject to the provisions and pricing as indicated in this Tariff PIDS 110-E and any succeeding issues thereof unless authorized representatives of Priefert Logistics, LP agree otherwise in writing.

This Tariff defines the relationship between Priefert Logistics, LP and our Customers. Contracts which are silent as to provisions contained in the Tariff will be interpreted according to this Tariff's rules, provisions, and regulations, and succeeding issues thereof.

The tendering of a load to Priefert Logistics, LP shall be prima facie evidence of agreement to be bound by this Tariff, as well as the Accessorial Charges, Fuel Surcharge Index, and Rate Matrix, Standard Truckload Bill of Lading, and any succeeding issues thereof.

If you have any questions regarding the terms or the use of the PIDS Tariff, please call our corporate offices at 1-877-527-8616.



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**ITEM 100 GOVERNING PUBLICATIONS**

This schedule is governed, except as otherwise provided herein, by the following schedules and by supplements thereto or successive reissues thereof:

<b>Nomenclature</b>	<b>Schedule Number</b>
National Motor Freight Classification	NMF 100 or reissues thereof
National Five Digit Zip Code Directory	-
Mileage Guide - PC Miler (Practical Miles) Latest Version	-

**ITEM 101 PRECEDENCE OF RULES**

Where a rule is published in this schedule covering the same matter as a rule published in NMF 100 series, such rule published herein, to the extent of its application, will apply in lieu of the rule published in NMF 100 series.

**ITEM 102 LIMITS OF LIABILITY – CARGO LOSS OR DAMAGE 49 U.S.C. 14706 (c) (1) (A) and (B)**

In the absence of a written agreement, Priefert’s liability for cargo loss or damage shall be limited to a maximum of \$10 per pound. Shipments with valuation in excess of \$10.00 per pound shall not be accepted for transportation. If any shipment in excess of this limitation is inadvertently accepted, carriers liability for cargo loss or damage shall be limited to the amounts specified in this paragraph.

Priefert shall not be liable for any provision made part of any bill of lading contract executed by carriers driver without prior notification and any shipment inadvertently accepted shall be deemed to have been released to carrier at the valuation limitation indicated in paragraph one of this item.

Unless otherwise agreed upon in writing, shipments moving under the provisions of "spot quotes" or "individually agreed rates"; shall be subject to liability limitations for loss or damage. Carrier's liability shall not exceed \$5.00 per pound, per package; computed on the total weight of the lost or damaged shipment.

Priefert’s liability for loss or damage to shipments of "used" commodities shall be limited to a maximum liability of not exceeding \$.50 per pound, per package. "Used" commodities shall be deemed to be those commodities which have been refurbished, reconditioned, rebuilt or remanufactured.

If the shipper fails or declines to declare the value or agree to a released value no exceeding \$.50 per pound, per package, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be considered to have been released to a value not exceeding \$.50 per pound, per package. Failure of the shipper to declare the commodity as "used" shall not alter the application of this item.

**ITEM 103 LIABILITY LIMITATION – DELAY**

Priefert shall in no event be liable for any special, incidental, or consequential damages, including, but not limited to loss of profits or income, whether or not Priefert had knowledge that such damages might be incurred.

**ITEM 105 THIS ITEM INTENTIONALLY LEFT BLANK FOR FUTURE USE.**

**ITEM 110 GENERAL APPLICATION**

This schedule explains Priefert’s additional services as well as the rules and conditions of service which may apply on shipments moving under other publications, pricing agreements, or individual customer contracts which indicate PIDS 110 as a governing publication. Any exceptions to items in this publication will be noted in specific customer pricing agreements that may apply for that specific customer.

**ITEM 111      NON-UNIFORM BILL OF LADINGS**

All transportation provided by Priefert Logistics, LP shall be governed by an individual written contract signed by the parties, or in lieu thereof, subject to the terms and conditions of this schedule and Uniform Bill of Lading (UBOL), as set forth in the National Motor Freight Classification and/or 49 C.F.R. 1035, as applicable.

For convenience, Priefert may allow a shipper or consignor to prepare or issue such Bill of Lading; provided that, such Bill of Lading so prepared or issued, shall be a Uniform Bill of Lading (UBOL), as described above.

No agent, driver, dispatcher or other employee of Priefert shall have any authority to approve the use of an alternate form of Bill of Lading, or agree to terms and conditions of transportation, except those set forth in the Uniform Bill of Lading.

Use and acceptance of a Bill of Lading, other than a Uniform Bill of Lading, shall be valid only if approved in writing, in advance of shipment by the General Manager of Priefert Logistics.

In the event that a Bill of Lading issued by shipper or consignor, which includes terms or conditions deviating from the Uniform Bill of Lading and which has not been approved in advance for use by Priefert, shall be signed by a driver or any other agent or employee of Oliver, such signature shall constitute only an acknowledgment of receipt of the freight so tendered.

In no case, shall the initial, subsequent or continued use by a shipper or consignor of a non uniform Bill of Lading be deemed an implied acceptance by Priefert of the terms and conditions thereof.

**ITEM 112      GENERAL INFORMATION - SERVICE AND COVERAGE**

Priefert Logistics is an irregular route contract carrier and as such does not publish a Distribution Map and Service Guide.

The service days provided at time of shipment are for informational purposes only and are intended to provide a guideline for transit times between points.

Priefert is not bound to transport property by any particular schedule, or in time for any particular market, or in any other manner other than with reasonable dispatch.

Expedited service is available upon request subject to additional charges.

**ITEM 113      GENERAL INFORMATION - FREIGHT CHARGES OR QUOTES**

Priefert does provide freight quotes or estimates to customers upon request. Such quotes or estimates will be based on information provided by the customer, at the time the quote or estimate was prepared. If the information given at the time of quote or estimate differs, or if the shipper tenders such shipments in a manner different from that information on which the quote or estimate is given, (i.e. zip codes, weight, commodity descriptions, linear feet occupied, double stacking, etc.), then the quote or estimate is null and void and charges will be based upon the applicable tariff provisions.

Priefert will not provide freight charges to anyone other than the shipper, consignor, consignee or other party paying the freight bill.

Agents, drivers, or other employees, other than company officers, are not authorized to agree to rates, areas of coverage, or terms of service. The signature on a bill of lading only acknowledges receipt of the goods.

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

**ITEM 115 CORRECTED BILLS OF LADING**

Priefert will accept corrected bills of lading subject to the following conditions:

1. Corrected bills of lading to change the freight terms from prepaid to collect or third party will be accepted only for a period of 30 days after date of the original shipment. See Notes A, B and D.
2. Corrected bills of lading to change the freight terms from prepaid to collect will NOT be accepted if Section 7 (Non-Recourse Clause) of the corrected bill of lading has been signed by the consignor.
3. Corrected bills of lading to change the freight terms from collect to prepaid will be accepted only for a period of 90 days after date of the original shipment. See Notes A, B and D.
4. Corrected bills of lading issued when changing either the weight or commodity description of the original bill of lading, MUST be accompanied by documentation to support such changes. See Note C.
5. Corrected bills of lading issued when changing the number of articles shipped, MUST be accompanied by documentation to support such changes.
6. Corrected bills of lading issued when changing the consignee or destination of shipment are subject to the provisions of Item 820 (Reconsignment or Diversion).

*NOTE A* - Reversal of charges will not be accepted once payment has been received.

*NOTE B* - Must state that debtor has agreed to accept responsibility for charges.

*NOTE C* - Copy of invoice or descriptive literature is acceptable.

*NOTE D* - The charge for changing the payment terms or party responsible for payment of a freight bill shall be \$25.00

**ITEM 120 – WEIGHING AND INSPECTION OF ARTICLES**

In the event the commodity description, weight, or other information contained on the bill of lading is believed to be incorrect, or incomplete, Carrier shall have the right to take any appropriate action to determine the correct information and correct the bill of lading accordingly. This includes any Weight verification, Verification of density, and inspection of packages or containers.

**ITEM 150 TRUCKLOAD MINIMUM CHARGE**

Except as otherwise provided herein, the applicable charge for a shipment shall be the applicable mileage rate multiplied by the PC Miler (latest version) practical miles, but not less than the Minimum Charge of \$600.00. Fuel Surcharge will apply in addition to Minimum Charge.

**ITEM 250-A****EMERGENCY FUEL SURCHARGE PROVISIONS**

**PRIEFERT LOGISTICS, LP  
EMERGENCY FUEL SURCHARGE PROVISIONS  
EFFECTIVE DECEMBER 1, 2007**

Except as otherwise specifically provided, all charges for line haul transportation resulting from rates or charges, named in PIDS tariffs, contracts, or transportation agreements referring hereto for governing provisions, will be subject to a Fuel Surcharge, as provided below:

1. Fuel surcharge on net line haul charge will be determined by the U. S. National Average On-highway Diesel Price as provided by the U. S. Department of Energy (D.O.E.). The current Oh-highway Diesel Price may be obtained by calling 202-586-6966 (24 hours per day).
2. The applicable fuel surcharge will be adjusted up or down on Monday of each week using the D.O.E. On-highway National Average Diesel Price announced On that Monday.

<b>FUEL COST INDEX</b>	<b>(A)</b>	<b>(B)</b>
1.000 – 1.050	1.0%	0.01 per mile
1.051 – 1.100	1.5%	0.01
1.101 – 1.150	2.0%	0.01
1.151 – 1.200	2.5%	0.02
1.201 – 1.250	3.0%	0.03
1.251 – 1.300	3.5%	0.04
1.301 – 1.350	4.0%	0.05
1.351 – 1.400	4.5%	0.06
1.401 – 1.450	5.0%	0.07
1.451 - 1.500	5.5%	0.08
1.501 – 1.550	6.0%	0.09
1.551 – 1.600	6.5%	0.10
1.601 – 1.650	7.0%	0.11
1.651 – 1.700	7.5%	0.12
1.701 – 1.750	8.0%	0.13
1.751 – 1.800	8.5%	0.14
1.801 – 1.850	9.0%	0.15
1.851 – 1.900	9.5%	0.16
1.901 – 1.950	10.0%	0.17
1.951 – 2.000	10.5%	0.18
2.001 – 2.050	11.0%	0.19
2.051 – 2.100	11.5%	0.20
2.101 – 2.150	12.0%	0.21
2.151 – 2.200	12.5%	0.22
2.201 – 2.250	13.0%	0.23
2.251 – 2.300	13.5%	0.24
2.301 – 2.350	14.0%	0.25
2.351 – 2.400	14.5%	0.26
2.401 – 2.450	15.0%	0.27
2.451 – 2.500	15.5%	0.28
2.501 – 2.550	16.0%	0.29
2.551 – 2.600	16.5%	0.30
2.601 – 2.650	17.0%	0.31
2.651 – 2.700	17.5%	0.32
2.701 – 2.750	18.0%	0.33
2.751 – 2.800	18.5%	0.34
2.801 – 2.850	19.0%	0.35

2.851 – 2.900	19.5%	0.36
2.901 – 2.950	20.0%	0.37
2.951 – 3.000	20.5%	0.38
3.001 – 3.050	21.0%	0.39
3.051 – 3.100	21.5%	0.40
3.101 – 3.150	22.0%	0.41
3.151 – 3.200	22.5%	0.42
3.201 – 3.250	23.0%	0.43
3.251 – 3.300	23.5%	0.44
3.301 – 3.350	24.0%	0.45
3.351 – 3.400	24.5%	0.46
3.401 – 3.450	25.0%	0.47
3.451 – 3.500	25.5%	0.48
3.501 – 3.550	26.0%	0.49
3.551 – 3.600	26.5%	0.50
3.601 – 3.650	27.0%	0.51
3.651 – 3.700	27.5%	0.52
3.701 – 3.750	28.0%	0.53
3.751 – 3.800	28.5%	0.54
3.801 – 3.850	29.0%	0.55
3.851 – 3.900	29.5%	0.56
3.901 – 3.950	30.0%	0.57
3.951 – 4.000	30.5%	0.58
4.001 – 4.050	31.0%	0.59
4.051 – 4.100	31.5%	0.60
4.101 – 4.150	32.0%	0.61
4.151 – 4.200	32.5%	0.62
4.201 – 4.250	33.0%	0.63
4.251 – 4.300	33.5%	0.64
4.301 – 4.350	34.0%	0.65
4.351 – 4.400	34.5%	0.66
4.401 – 4.450	35.0%	0.67
4.451 – 4.500	35.5%	0.68
4.501 – 4.550	36.0%	0.69
4.551 – 4.600	36.5%	0.70
4.601 – 4.650	37.0%	0.71
4.651 – 4.700	37.5%	0.72
4.701 – 4.750	38.0%	0.73
4.751 – 4.800	38.5%	0.74
4.801 – 4.850	39.0%	0.75
4.851 – 4.900	39.5%	0.76
4.901 – 4.950	40.0%	0.77
4.951 – 5.000	40.5%	0.78

Column A – Applies on less than truckload shipments, expressed as a percent of line haul charges

Column B – Applies on truckload shipments, expressed as Cents per mile

In the event the price per gallon for fuel exceeds \$4.000 per gallon, the Fuel Surcharge would be increased. 5% for less than truckload and \$0.01 cents per mile for truckload shipments, for each incremental increase of \$0.05 cents per gallon.

2. The surcharge will appear as a separate line item on the freight bill.
3. When the average fuel cost drops below \$1.00 per gallon no fuel surcharge shall apply.

## **ITEM 355 – BLIND SHIPMENTS**

A blind shipment is one wherein the shipper is not aware of the actual consignee and the carrier is instructed by the requestor of such service to not reveal to shipper the actual consignee.

Requestor must provide carrier with written authority and/or a corrected bill of lading with desired change prior to carrier providing pick up service.

Carrier must be satisfied that requestor has legal authority to divert shipment from original destination.

A charge of \$30.00 will apply in addition to all other charges.

If carrier inadvertently accepts shipment and requestor fails to provide written diversion authority, the shipment will then be handled pursuant to Item 820, Reconsignment or Diversion.

## **ITEM 360 MASTER BILL OF LADING**

Upon written, or verbal request by a shipper, shipments from the same shipper made from two locations within the origin zip code, on the same day and destined to the same consignee, may be master billed and considered as a single shipment for rating and billing purposes. There will be an additional charge of \$20.00 per master bill for this service.

## **ITEM 361 THIRD PARTY BILLING**

Carrier does solicit property brokers or other intermediaries for shipments. Carrier will invoice the shipper's broker, bank or other agent for agreed upon freight charges.

Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

## **ITEM 365 PRIORITY OF RATES AND CHARGES**

When a shipper, consignee, or a third party, each has a negotiated commodity rate, contract rate, or allowance, those provisions applicable to the payer of the freight charges prevail, regardless of whether or not the total charges are higher, lower or unchanged from those that might result in provisions applicable to a nonpaying party where applied.

## **ITEM 366 APPLICATION OF TARIFF AND BILL OF LADING**

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate and intrastate commerce between points in North America. The provisions of this Tariff may be waived in a written agreement signed by Carrier and a Customer. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

Unless expressly disclaimed by a written agreement signed by Carrier and Customer, this Tariff shall apply to all services provided by Carrier that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Carrier's standard bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control.

**ITEM 367 MISCELLANEOUS ACCESSORIAL CHARGE**

Accessorial services performed by Priefert not specifically named in the tariff will be based upon the actual cost incurred of such contracted service plus an administrative charge of \$22.00. Charges will be billed to the party authorizing such service.

**ITEM 370 LINEAR FOOT AND MINIMUM CHARGE**

Shipments that consume more space than 8 linear feet of a trailer or 7500 lbs will be assessed a rate based on the following: \$.10 per lineal foot multiplied by the point to point mileage. The minimum charge will be the charge for 8 feet subject to an absolute minimum of \$300. Mileage to be determined by the most current version of the PC Miler using practical routes miles.

If any article(s) or unit(s) is 50" or wider it is considered to consume the full width of the trailer.

If a shipment exceeds 900 lbs per lineal foot, the resultant lineal footage will be determined by taking the weight of the shipment divided by 0.900. Example: A shipment weights 15,000 lbs but takes up only 8 lineal feet of the trailer. The resultant lineal footage is 17. ( $15,000 / 0.900 = 16.666$ )

**ITEM 371 OVER-DIMENSIONAL FREIGHT OR OVER-DIMENSIONAL LOADS (SEE NOTES)**

Shipper shall be responsible for paying all expenses incurred for permits and/or escorts required in connection with over-dimensional freight or over-dimensional loads.

NOTE 1: The term "over-dimensional load" or "over-dimensional freight" shall mean a shipment that, when loaded on a freight trailer, exceeds state and/or federal limitations of 53 feet long, 102 inches wide, or 13 feet 6 inches height measured from the ground to the top of the shipment.

NOTE 2: Except where provisions are already published naming specific rates or charges for over-dimensional freight or over dimensional loads, all other rates not so specifically referenced which apply to either over-dimensional freight or over dimensional loads shall be increased by a surcharge of 50% to the applicable rate, subject to a minimum charge at the applicable rate; subject to the corresponding truckload minimum weight.

**ITEM 382 METHOD OF CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE**

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1st revised page". A revised page cancels any uncanceled revised or original pages which bear the same page number.

**ITEM 385 PAYMENT PROVISIONS**

Upon approval of extension of credit, the terms shall be for 30 calendar days from the date of shipment on prepaid shipment and 30 calendar days from date of billing on collect shipments.

When a properly rated freight bill remains unpaid after a period of 90 calendar days, Priefert may forward such bill (or bills) to an outside collection agency for collection purposes. At the time of such forwarding to an outside agency, any discounts which had been extended on the original freight bill (or bills) will be revoked and such collection agency will collect the gross amount of such original freight bill (or bills). The gross amount shall be the freight charges without application of discounts, or any other allowances.

Priefert may also refuse to deliver and retain possession of other goods belonging to the debtor which come into possession of Priefert if at any time the shipment consignor, consignee, or other third party involved in the movement had failed to pay freight charges for any other property previously transported by Priefert for such debtor.

In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorneys' fees.

All disputes of any kind that may require litigation between Priefert Logistics, LP as plaintiff and/or as defendant related to transportation issues will be held in Titus County, TX and the prevailing party will be entitled to reasonable legal fees.

**ITEM 386      RETURNED CHECKS**

When a check for the payment of applicable charges in connection with a shipment tendered to Priefert Logistics is returned unpaid by the payer's bank due to insufficient funds, uncollected funds, or closed account, a handling charge of \$50.00 will be assessed against the party issuing the check. This charge will be in addition to all other applicable charges in connection with the shipment.

**ITEM 388      BILLING OF ADDITIONAL CHARGES**

Priefert will issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill. Shipper or debtor must contest the original bill in order to have the right to withhold or offset the payment of charges for any reason, including claims for loss or damage.

**ITEM 407      LOSS AND DAMAGE CLAIMS**

The processing and handling of claims for loss and damage shall be subject to and governed by the regulations in 49 C.F.R 1008.

**ITEM 408      OVERCHARGES, DUPLICATE PAYMENT OR  
OVERCOLLECTION CLAIMS**

The process and handling of overcharge, duplicate payment and overcollection claims shall be subject to and governed by the regulations in 49 C.F.R 1008

**ITEM 430      COLLECT ON DELIVERY SHIPMENTS (C.O.D.'S)**

Priefert Logistics,LP does not accept C.O.D. shipments for transportation. If Priefert inadvertently accepts a C.O.D. shipment, the following provisions shall apply:

1. Priefert Logistics will collect only a Certified Check made payable to the consignor for the amount shown on the bill of lading.
2. The charge for collecting and remitting each C.O.D. charge will be payable by the consignee unless the shipper authorizes on the bill of lading the charge to be prepaid.
3. If, for any reason, C.O.D. payment is refused by the consignee, Priefert Logistics is responsible only for the disposition of the shipment in accordance to the bill of lading contract.
4. Any freight charges due Priefert Logistics must be paid separately and are not to be included in the check made payable to the shipper for the C.O.D.
5. A charge of \$20 per shipment will be made for increasing, decreasing or canceling the C.O.D. amount after the shipment has been made.
6. The charge for collecting and remitting C.O.D.'s shall be \$25.00 per shipment.

**ITEM 470      EXCLUSIVE USE OF VEHICLE**

Upon written request, or when requested on the bill of lading at the time of shipment, Priefert Logistics will provide truckload "exclusive use" of a vehicle. The charge for this service shall be the agreed to rate per loaded mile set forth in separate rate agreement or contract, which shall be in addition to any other applicable charges.

Charges for truckload exclusive use service are to be paid or guaranteed by the requesting party and Section Seven (Non-Recourse Clause) of the bill of lading may not be executed.

**ITEM 490 SHIPMENTS TO HOTELS, CONVENTION OR EXPOSITION TRADE SHOWS, OR MILITARY INSTALLATIONS**

Shipments consigned to hotels, convention or exposition trade shows, or Military Installations will, in addition to all other charges, be subject to the following charges:

Linear Feet Rated Shipments	\$110.00
Truckload Rated Shipments	\$225.00 per Trailer

All shipments consigned to hotels, convention or exposition trade shows must be prepaid. Shipments may also be subject to Waiting Time charges as found in Item 988 herein.

**ITEM 491 SHIPMENTS CONSIGNED TO CONSTRUCTION SITES**

Shipments consigned to construction site locations for delivery will, in addition to all other charges, be subject to the following charges:

Linear Feet Rated Shipments	\$ 85.00
Truckload Rated Shipments	\$225.00

**ITEM 492 – PIER DELIVERIES**

Carrier expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$100 minimum.

Detention will be applied normally.

**ITEM 501-A DETENTION - VEHICLES WITHOUT POWER**

This item applies where Priefert vehicles without power units are delayed or detained on the premises of the consignor, consignee or on other premises designated by them, subject to the following provisions:

**Section I - General Provisions:**

- 1) Priefert's responsibility for safeguarding shipments loaded onto trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by Priefert.
- 2) Priefert's responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on a site designated by the consignee.
- 3) Free time for each vehicle will be as provided in Section II. After the expiration of free time, charges will be assessed as provided in Section III.
- 4) The detention charges due to Priefert will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading.

**Section II - computation of Free time:**

- 1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading, starting at midnight the day spotted. Saturdays, Sundays, and Holidays are excluded.

**Section III - Charges:**

- 1) After the expiration of free time as noted in Section II of this item, charges for detaining a trailer will be assessed at the rate of \$50.00 per day, or fraction thereof.

**ITEM 502      DETENTION - VEHICLES WITH POWER**

This item applies when Priefert's trailers with tractors or power units are delayed or detained (through no fault of Priefert) either on the premises of the shipper or consignee or as close thereto as conditions will permit.

Free time begins when a Priefert driver notifies a representative of the shipper or consignee of the arrival of the trailer or loading or unloading. Time will end on the completion of loading or unloading and receipt by the driver of a signed bill of lading or delivery receipt.

Unless the shipper or the consignee stamps or marks either the bill of lading or delivery receipt with the time of arrival and departure, Priefert's records will be used in the determination of detention time.

Charges for detention will be determined as found in Item 988 (Waiting Time) published herein.

**ITEM 560      LOADING OR UNLOADING**

Priefert Logistics does not offer loading or unloading services due to driver safety concerns.

**ITEM 573      LIFT GATE SERVICE**

Priefert Logistics does not provide hydraulic lift gate to make a pickup or delivery of a shipment.

**ITEM 578-A    LIMITATION OF SIZE AND WEIGHT**

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of law or ordinances limiting to or regulating the transportation of property or use of vehicles or facilities. In those circumstances where the lading exceeds legal weight restrictions requiring special permits, or the commodity being transported is overdimensional and requires special permits, Carrier is not obligated to accept any such shipments, but may agree to do so in exchange for increased freight charges which shall be evidenced on a rate confirmation sheet prepared by Carrier and signed by both Carrier and Shipper or Third Party prior to acceptance of shipment.

**ITEM 580      FORCE MAJEURE EVENTS**

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

**ITEM 595      MAXIMUM CHARGE**

The charge for a shipment of any weight or linear foot rate shall not exceed the charge for a shipment of a greater weight of the same commodity from and to the same points when rated at a mileage truckload rate.

**ITEM 610      IMPORT OR EXPORT SHIPMENTS – CANADIAN BORDER**

Priefert Logistics does not offer direct through service to Canada. However, Priefert Logistics can arrange for such service through carrier partner operations pursuant to ITEM 756-A

**ITEM 642      THIS ITEM INTENTIONALLY LEFT BLANK FOR FUTURE USE.**

**ITEM 647 NOTIFICATION PRIOR TO DELIVERY**

If notification prior to delivery or an appointment scheduled prior to delivery is required, Priefert will provide such service.

The charge for this service will be \$9.00 per shipment. This charge will be in addition to any other charges. The charges will be collected from the party responsible for all other charges. Priefert may waive such charge at its discretion or made part of customer contract agreement.

Shipments requiring delivery appointments may be subject to storage charges as per Item 910 of this tariff.

**ITEM 648 SCHEDULED APPOINTMENT DELIVERIES**

Upon request by shipper or consignee when an appointment for delivery of a shipment must be made, Priefert will make such appointment and schedule delivery accordingly.

Carrier agrees to accept, transport and deliver a shipment in accordance with safe and legal practices. It is the intent of Carrier to meet the reasonable delivery expectations of a shipment upon acceptance of such shipment. In no event shall a time quotation be considered a guarantee of delivery time.

Priefert Logistics, LP shall not be liable for any special, incidental or consequential damages, including chargebacks or loss of profits, for failure to deliver a shipment at the scheduled appointment date and time, whether or not we had knowledge that such damages might be incurred.

**ITEM 750 PICKUP OR DELIVERY SERVICE**

The rates named herein include pickup and delivery service at all places within the limits of the cities, towns, villages or other points from, to or between which the rates apply.

Under the rules of this tariff, normal delivery means the service performed by Priefert, or its agent, in transporting freight to a platform or receiving area at a place of business. Freight unloaded from trucks shall be loaded or unloaded from or upon the platform, floor, doorway, ground or pavement at a point directly accessible to such trucks by the shipper or receiver.

**ITEM 751 SCHEDULED PICKUP SERVICE**

Upon request by shipper or consignee, Priefert will make a scheduled pick up at points or origin outside of Priefert's terminal service zones, such service will be performed, subject to the following conditions:

1. Sufficient advance notice must be given to Priefert to insure Priefert's ability to provide such service.
2. Requests for such service must be confirmed in writing or the bill of lading must be noted with name of party authorizing such service.

**ITEM 752 INSIDE DELIVERY SERVICE**

Priefert Logistics does not offer Inside Delivery Service.

**ITEM 753 IMPRACTICABLE OPERATIONS**

Nothing in this tariff shall be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk.

Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

**ITEM 754 STOPOFF IN TRANSIT: LOADING / UNLOADING**

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).
- c) The initial pickup stop and the final delivery stop are not subject to stopoff charges. For all other stops for partial loading or unloading, the charge shall be \$75.00 for first stop, \$125 for second stop and \$175 for stop increasing by \$50.00 for each additional stop.
- d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stopoff, the carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.

**NOTE:** When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stopoff points.

**ITEM 755-A PICKUP OR DELIVERY SERVICE AFTER HOURS AND WEEKENDS**

When requested by a consignee or consignor to pick up or deliver freight prior or subsequent to normal business hours, or on Saturday or Sunday, may be performed as a courtesy provided such delivery does not impact the regulatory requirements for driver's Hours of Service.

Sufficient advance notice must be provided to insure such service is available.

**ITEM 756-A SUBCONTRACTING RIGHTS**

When necessary to honor service commitments, Carrier may, at its sole discretion, utilize the services of other carrier's or modes of transportation. Carrier's liability to its customer will not change unless agreed upon in writing by Carrier and Customer.

**ITEM 757 ATTEMPTED PICK UP SERVICE (Truck Ordered and Not Used)**

When shipper, or shippers or consignees agent requests Priefert, in verbally or in writing, to perform pick up service; and, when through no fault of Priefert, the pick up cannot be accomplished, an additional charge for each attempt shall be applied as follows:

- Less than truckload shipments - \$75.00 for each attempt
- Truckload shipments - \$300.00 for each attempt

The party requesting the pickup shall be liable for the charges.

**ITEM 758 THIS ITEM INTENTIONALLY LEFT BLANK FOR FUTURE USE.**

**ITEM 784 PROOF OF DELIVERY**

Upon request of a shipper or consignee, or agent of same, Priefert will furnish a document with delivery proof thereon. Priefert will furnish a maximum of two copies of each document at no charge. For any additional copies, a charge of \$4.00 per document will be charged. This charge will be billed to the party requesting such documents.

**ITEM 810 VEHICLE USED TO TRANSPORT CUSTOMER TRAILER**

All such moves are considered to be roundtrip moves, even if the Customer trailer is only transported oneway.

As Carrier is requested or required to provide power to transport a Customer trailer, charges will be \$1.85 per mile round trip miles with a minimum charge of \$700. In addition, applicable Fuel Surcharge shall apply.

**ITEM 820 RECONSIGNMENT OR DIVERSION**

**CONDITIONS:**

1) Requests for reconsignment must be made in writing or confirmed in writing. The 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 reconsign a shipment.

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

3) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.

4) Only entire shipments, not portions of shipments may be reconsigned.

5) 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.

6) Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.

**Prior To Tender Of Delivery**

<u>Service Requested</u>	<u>Charges</u>
Change in name of Consignee or Consignor	\$15.00 Per Shipment
Change in Place of delivery at Destination	\$15.00 Per Shipment (See Note A)
Change in Destination	(See Note B)

**After Tender Of Delivery**

<u>Service Requested</u>	<u>Charges</u>
Change in name of Consignee or Consignor	\$15.00 Per Shipment
Change in Place of delivery at Destination	\$ 30.00 Minimum (See Note A)
Change in destination	(See Note C)

*NOTE A* - When a request is received to reconsign a shipment to another site within the same continuous plant property, not intersected by more than one public thoroughfare and the request is received prior to tender of delivery, a reconsignment charge of \$65.00 per shipment will be assessed. If the request is made after tender of delivery, a reconsignment charge of \$20.00 will be assessed.

*NOTE B* - If the change in destination point is requested and instructions are received in time to effect the requested change at the origin prior to the shipment leaving that shipping origin, the charge will be \$25.00 per shipment, in addition to the applicable tariff rate from the point of origin to the new destination.

*NOTE C* - Charges will be the published tariff rate to or from the reconsignment point, but not less than the published through rate from original point of origin to ultimate destination.

**ITEM 830 REDELIVERY**

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the Carrier vehicle is capable of making delivery and through no fault of Carrier such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable freetime given, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not Carrier's vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a redesignated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location.

An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stopoff charge of \$75.00 shall be assessed.

C) All charges are to be paid or guaranteed by the party requesting the service.

**ITEM 887 RETURN, REJECTED AND DAMAGED SHIPMENTS**

On shipments or portions thereof which are returned (refused), rejected or damaged, Carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin and charges will be assessed at the mileage rates applicable to the shipment from origin to destination with mileage calculated from delivery point to point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

**ITEM 890 SPECIALIZED SERVICES AND/OR EQUIPMENT**

Upon request, Carrier may provide the following services and/or equipment. Carrier will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of the shipment.

If prior arrangements for specialized services and/or equipment are not made with the carrier, carrier reserves the right to refuse such shipment. Customer may however, at its own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media. The following charges shall be in addition to all other lawful transportation and related charges.

**Tarp Charge:**

**\$70.00** - Per legal dimension load on flatbed or step deck trailer. Fees will apply on all loads requested to be partially or fully tarped.

**\$100.00** – Per load if at the request of the shipper or receiver a load has to be untarped and re-tarped.

**ITEM 900-A STOP OFF FOR LOADING AND UNLOADING**

Shipments subject to truckload rates may be stopped off for partial loading and unloading, in addition to the original pickup and final delivery. A maximum of three stop offs are allowed in addition to the original pick up and final delivery.

The applicable rate on such shipments shall be the truckload rate to the point to which the highest rate applies where any portion of the shipment is delivered.

The charges for this service shall be:

\$65.00 for the first stop to partial load or unload.

\$85.00 for the second stop to partial load or unload.

\$100.00 for the third and subsequent stops to partial load or unload.

**ITEM 910-A THIS ITEM INTENTIONALLY LEFT BLANK FOR FUTURE USE**

**ITEM 985-A VEHICLE ORDERED BUT NOT USED**

When a shipper orders or requests a vehicle and driver from Priefert, and without advance notice to Priefert, cancels the request, or otherwise does not utilize such equipment or does not tender a shipment for transportation, shipper, or his agent, will be assessed a charge as follows:

1. On less than truckload shipments, a charge of \$1.25 per mile, to be calculated from the pickup point, subject to an absolute minimum charge of \$150.00. Such charges to be invoiced to the party requesting the pickup.
2. On truckload shipments, a charge of \$2.00 per mile, to be calculated from the point of equipment or driver dispatch to the requested pick up point, subject to an absolute minimum charge of \$300.00. Such charges to be invoiced to the party requesting the pick up.

**ITEM 988-A WAITING TIME – LOADING OR UNLOADING**

Consignor or consignees shall be allowed 120 minutes free time for loading or unloading of shipments. Computation of free time shall commence when the driver notifies the consignor or consignee, or party entitled to load or unload that the vehicle is available for loading or unloading.

The charges for wait time shall be \$15.00 per quarter hour, or portion thereof.

Unless otherwise provided, the amount due the carrier under the provisions of this item will be assessed against the consignor in cases of loading, or against the consignee in cases of unloading, whether line haul charges are prepaid or collect.