

**TOTAL TRANSPORTATION OF MISSISSIPPI, LLC
MC – 239097**

TARIFF TTMS 100-A3

NAMING RULES AND REGULATIONS

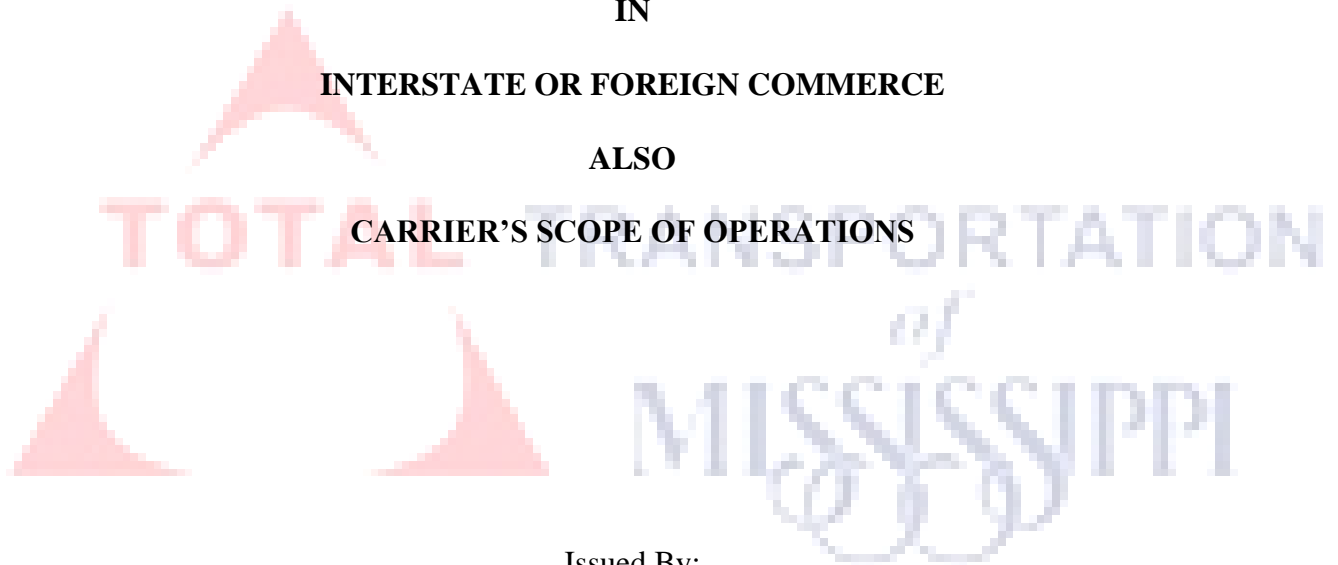
APPLYING ON MOTOR FREIGHT TRAFFIC

IN

INTERSTATE OR FOREIGN COMMERCE

ALSO

CARRIER'S SCOPE OF OPERATIONS



Issued By:
Craig Savell
Chief Executive Officer
Total Transportation of Mississippi, LLC
125 Riverview Drive
Richland, MS 39218

Effective: May 17, 2022

Tariff TTMS 100-A3 overrides previously issued Tariffs

INTRODUCTION

Total Transportation of Mississippi, LLC (TTMS) transports freight for Customers as a common and as a contract carrier. “Customers” are the entities with which TTMS contracts or to which it provides services, including Customers, brokers, consignors, and consignees. Customers wishing to utilize TTMS 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 TTMS are subject to the provisions and pricing as indicated in this Tariff TTMS 100-A3 and any succeeding issues thereof unless authorized representatives of TTMS agree otherwise in writing.

This Tariff defines the relationship between TTMS 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 TTMS shall be prima facie evidence of agreement to be bound by this Tariff, as well as the Accessorial Charges, Fuel Surcharge Index, 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 TTMS Tariff, please call our corporate offices at 1-800-942-2104.

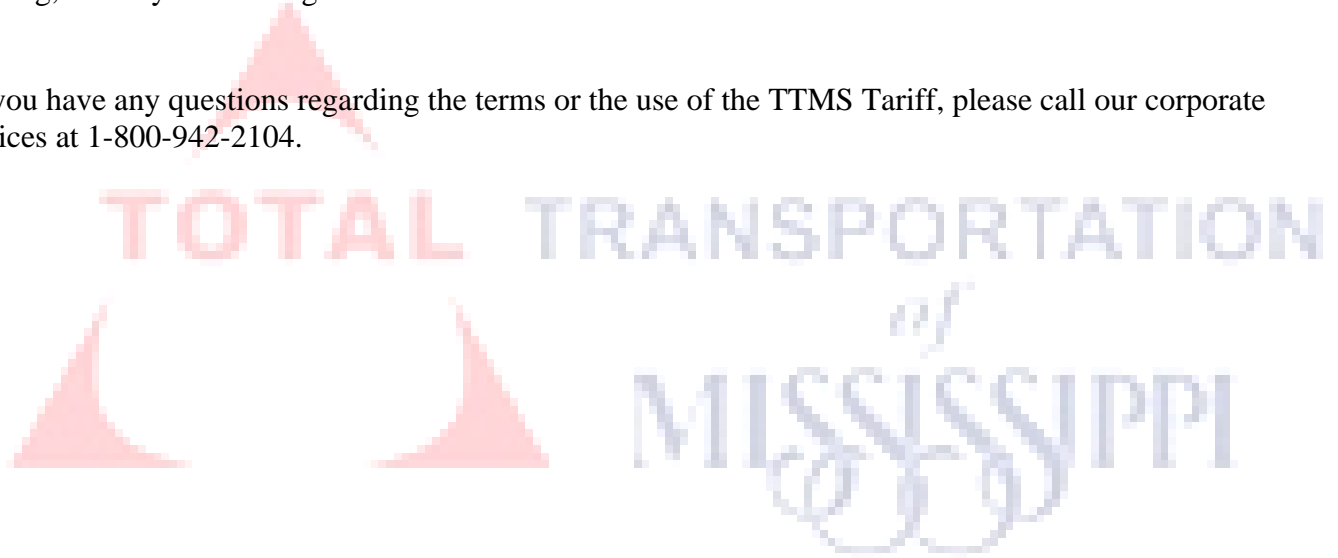


TABLE OF CONTENTS

<u>SUBJECT</u>	<u>ARTICLE / PAGE</u>
ABBREVIATIONS – U.S. STATES	5 7
ABBREVIATIONS - CANADIAN PROVINCES	5 7
ABBREVIATIONS – MEXICO STATES	5 7
ABBREVIATIONS - OTHER	6 7
 ARTICLE 1 – GENERAL PROVISIONS	 1.0 7
CANADIAN EXTRA-PROVINCIAL AUTHORITIES	1.6 7
FORCE MAJEURE	1.12 10
FORM OF RECEIPT	1.1 7
GENERAL COMMODITIES	1.2 7
GOVERNING PUBLICATIONS	1.3 7
IMPRACTICAL OPERATIONS	1.4 7
MAXIMUM WEIGHT	1.5 7
OPERATING AUTHORITIES	1.6 8
RECORDS	1.7 8
RESERVATION OF RIGHTS	1.8 9
SHIPPER LOAD AND COUNT; SEALS	1.9 9
SHORING OR BLOCKING	1.10 9
SUBSTITUTED SERVICES	1.11 10
 ARTICLE 2 – RATES	 2.0 10
QUOTES	2.1 10
APPLICATION OF COMMODITY RATES - COMMERCIAL ZONES	2.2 10
RATE PRECEDENCE	2.3 10
 ARTICLE 3 - ACCESSORIAL CHARGES	 3.0 11
APPOINTMENT CHARGE	3.1 11
BOBTAIL	3.2 11
BORDER CROSSING	3.3 11
C.O.D. SHIPMENTS	3.4 12
CONTINUOUS SURVEILLANCE	3.5 13
DEADHEAD REPOSITION CHARGE	3.6 13
DETENTION – VEHICLES WITH POWER UNITS	3.7 13
DETENTION – VEHICLES WITHOUT POWER UNITS; SPOTTING OR DROPPING OF TRAILERS	3.8 15
DISPOSAL OF DUNNAGE	3.9 18
DRIVER LOADING OR UNLOADING	3.10 19
EQUIPMENT ORDERED AND NOT USED	3.11 19
FERRY CHARGES	3.12 19
HAZARDOUS MATERIALS, WASTE, OR SUBSTANCES	3.13 19
HOLIDAY PICK UP AND DELIVERY	3.14 22
IMPRACTICAL OPERATIONS	3.15 22
INBOND SHIPMENTS	3.16 22
LOAD STRAPS	3.17 22
MINIMUM CHARGE	3.18 22
MIS-USE OF EQUIPMENT	3.19 23
NEW YORK METRO CONGESTION CHARGE	3.20 23
OUT OF ROUTE MILES	3.21 23
OVERNIGHT OR WEEKEND LAYOVER	3.22 23
PALLET CHARGE	3.23 23

<u>SUBJECT</u>	<u>ARTICLE / PAGE</u>
PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING	3.24 23
PROOF OF DELIVERY	3.25 24
PROTECT FROM FREEZE	3.26 24
RAIL STORAGE	3.27 24
REDELIVERY	3.28 24
REWEIGHING	3.29 24
RECONSIGNMENT CHARGES	3.30 24
STOPS IN TRANSIT	3.31 25
STORAGE	3.32 26
TANKER ENDORSEMENT	3.33 26
TEAM UPCHARGE	3.34 26
TOLL CHARGES	3.35 26
TRAILER POOL CHARGE	3.36 27
TRAILER REPOSITIONING CHARGE	3.37 27
WEIGHT FINE	3.38 27
ARTICLE 4 - CREDIT AND PAYMENT TERMS	4.0 27
EXTENSION OF CREDIT TO PAYOR OF FREIGHT CHARGES	4.1 27
DISPOSITION OF SHIPMENT SUBSEQUENT TO FAILURE OF RESPONSIBLE PARTY TO MAKE PAYMENT OF FREIGHT CHARGES	4.2 28
PAYMENT OF CHARGES - SHIPMENTS OUTSIDE THE CONTINENTAL UNITED STATES	4.3 28
PAYMENT OF CHARGES - FREIGHT COLLECT CHARGES	4.4 28
PREPAID OR GUARANTEED TRANSPORTATION CHARGES	4.5 28
REBILLING CHARGE	4.6 28
THIRD PARTY PAYOR PROVISIONS	4.7 28
ARTICLE 5 – CLAIMS	5.0 29
CONCEALED LOSS OR DAMAGE CLAIMS	5.1 29
FILING OF CLAIMS	5.2 29
ACKNOWLEDGEMENT OF CLAIMS	5.3 30
INVESTIGATION OF CLAIMS	5.4 31
DISPOSITION OF CLAIMS	5.5 31
STATUTE OF LIMITATIONS	5.6 31
PROCESSING OF SALVAGE	5.7 32
LIMITS OF LIABILITY - CARGO, LOSS AND DAMAGE, DELAY	5.8 32
PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION, AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT, OR OVERCOLLECTION CLAIMS	5.9 34
DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES, DUPLICATE PAYMENTS, AND OVERCOLLECTIONS NOT SUPPORTED BY CLAIMS	5.10 36
ARTICLE 6 - FUEL SURCHARGE INDEX	6.1 38
ACCESSORIAL CHARGES SUMMARY	Ex. A 40
SPLIT CODE DEFINITIONS BY ZIPCODE PREFIX	Ex. B 42
RATE MATRICES-FREIGHT ALL KINDS (FAK)	Ex. C 46

U.S. STATE ABBREVIATIONS

AL	Alabama	KY	Kentucky	ND	North Dakota
AK	Alaska	LA	Louisiana	OH	Ohio
AZ	Arizona	ME	Maine	OK	Oklahoma
AR	Arkansas	MD	Maryland	OR	Oregon
CA	California	MA	Massachusetts	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DE	Delaware	MO	Missouri	SD	South Dakota
DC	District of Columbia	MS	Mississippi	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NE	Nebraska	UT	Utah
HI	Hawaii	NV	Nevada	VA	Virginia
ID	Idaho	NH	New Hampshire	VT	Vermont
IL	Illinois	NJ	New Jersey	WA	Washington
IN	Indiana	NM	New Mexico	WV	West Virginia
IA	Iowa	NY	New York	WI	Wisconsin
KS	Kansas	NC	North Carolina	WY	Wyoming

CANADIAN PROVINCE ABBREVIATIONS

AB	Alberta	MB	Manitoba	SK	Saskatchewan
BC	British Columbia	ON	Ontario	PQ/QC	Quebec

MEXICO STATE ABBREVIATIONS

AG	Aguascalientes	GR	Guerrero	SL	San Luis Potosi
BJ	Baja California	HG	Hidalgo	SO	Sonora
BS	Baja California Sur	JA	Jalisco	TA	Tabasco
CH	Chiapas	MH	Michoacan de Ocampo	TL	Tlaxcala
CI	Chihuahua	MR	Morelos	TM	Tamaulipas
CL	ColimaGuerrero	NA	Nayarit	VL	Vera Cruz-Llava
CP	Campeche	NL	Nuevo Leon	YC	Yucatan
CU	Coahuila	OA	Oaxaca	ZT	Zacatecas
DF	Distrito Federal	PU	Puebla		
DG	Durango	QA	Queretaro Arteaga		
EM	Estado de Mexico	QR	Quintana Roo		
GJ	Guadalajara	SI	Sinaloa		

OTHER ABBREVIATIONS

COD	Collect on Delivery
CWT	In cents per 100 pounds
DOT	Department of Transportation
(E)	Except as noted
FT	Fort
Hts	Heights
Hwy(s)	Highways
(I)	Increase
LTL	Less than truckload
M	Denotes weight in thousand pounds indicated
MC	Motor carrier
Min	Minimum
Mt	Mount
(N) or N	Note
NOI	Not otherwise more specifically described herein
(R)	Reduction
St	Saint or Street
TL	Truckload
TTMS	U.S. Xpress, Inc. and its divisions
VIZ	Namely
Wt	Weight



TTMS RESERVES THE RIGHT TO CHANGE AND/OR DISCONTINUE ANY OF THE PROVISIONS SET FORTH HEREIN, WITHOUT NOTICE.

ARTICLE 1 – GENERAL PROVISIONS

1.1. FORM OF RECEIPT

All shipments tendered and transported by TTMS shall move under and be governed by the terms and conditions of the [Standard Truckload Bill of Lading](#), incorporated herein by reference, regardless of any other form or receipt which may be issued by the Customer, and whether or not signed by a driver or agent of TTMS. Neither TTMS’s drivers nor its agents are authorized to amend or consent to any alteration of the terms and conditions contained in this Tariff or those of the Standard Truckload Bill of Lading.

1.2. GENERAL COMMODITIES

TTMS shall transport general commodities except household goods, commodities in bulk, carbon black, and certain Hazardous Materials. For a complete list of the Hazardous Materials which may or may not be transported by TTMS refer to Article 3.11 herein.

Applicable on shipments between points in the United States of America, Canada, and Mexico.

1.3. GOVERNING PUBLICATIONS

Except as otherwise provided herein, this publication is governed by the following publication(s) and series, including supplements thereto or reissue thereof:

Mileage Guide- ALK Associates PC Miler – Practical Miles W/53FT, borders closed, most current version

Rates named in contracts governed by this Tariff include pick-up and/or delivery of commodities at all points within the limits of the cities, towns, or villages of origin or points of destination.

1.4. IMPRACTICAL OPERATIONS

Nothing in this Tariff shall require TTMS to receive freight from or to perform any service from, to, or at any point or location where the operation of vehicles is impracticable because:

- A. The conditions of the roads, streets, driveways, alleys, highways, yards, or approaches thereto would subject operations to unreasonable risk or loss or damage of life or property;
- B. Loading or unloading facilities are inadequate; or
- C. Riots, acts of God, fire, the public enemy, the authority of law, strikes or labor unrest, or the existence of violence or possible disturbances create reasonable apprehension of danger to person or property.

1.5 MAXIMUM WEIGHT

Unless otherwise provided in individual Tariffs or transportation contracts governed by this Tariff, the maximum weight per trailer shall be 45,500 pounds.

1.6 OPERATING AUTHORITIES

Rates and provisions named in this Tariff, as amended, are limited in their application on interstate or foreign commerce to the extent of the operating rights set forth below. Unless otherwise specifically provided, the provisions are to be interpreted in the same manner as the issuing authority interprets the certificate, permit or license from which they are quoted, with respect to such implied authority, commercial zones, tacking of separate authorities and diversion routes.

Total Transportation of Mississippi, LLC
MC-239097
DOT NO. 434467

1.7 RECORDS

A written record of the following information must be maintained by the consignor, consignee or agent of either consignor or consignee, on shipments, spotted trailers and/or pooled trailers, and such record must be kept available at all times:

- (1) Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded or the trailer is spotted and/or pooled;
- (2) Identification of the trailer to be loaded or unloaded or the spotted and/or pooled trailer;
- (3) Date and time of arrival of the trailer for loading or unloading, spotting and/or pooling;
- (4) Date and time TTMS receives notice that the trailer is loaded or unloaded and is ready for pickup;
- (5) Date and time of arrival and departure of power unit for pickup;
- (6) Date and time vehicle is released at place of pick up or delivery after loading or unloading is complete;
- (7) The duration of any strike delay on the premises of consignor, consignee, or other designated party resulting in TTMS's inability to obtain the release of any trailer and any actions taken to hasten the release;
- (8) Whether trailers are spotted under a prearranged schedule; and
- (9) When trailers are spotted under a prearranged schedule, the date and time specified, therefore.

NOTE: For the purposes of this Article 1.7, the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

1.8 RESERVATION OF RIGHTS

TTMS reserves the right to amend, add, and/or discontinue any of the provisions set forth herein, without notice, including but not limited to, the accessorial charges and fuel surcharge index. The current version of this Tariff is available upon request or may be found at TTMS's website at [Tariff TTMS 100-A3.pdf \(totalms.com\)](#). Furthermore, in the event TTMS is subject to amended and/or new federal, state, local, or industry wide regulations, requirements, laws, rules, standards, and/or mandates resulting in additional costs to TTMS, (including but not limited to carbon cost regulations), TTMS reserves the right to charge Customers for such costs.

1.9 SHIPPER LOAD AND COUNT; SEALS

Where Customer or Customer's agent loads TTMS's vehicle, Customer or Customer's agent shall affix appropriate seal(s) to TTMS's vehicle. Customer shall include the seal number or numbers, along with notation "Customer Load and Count" or similar notation, on the bill of lading; provided, however, that the absence of any such notation shall not change TTMS's liability for cargo shortage or damage as set forth in this Article. Consignee or consignee's agent's signature for receipt of shipment shall (unless otherwise noted) be deemed to represent that the seal numbers coincide with seal numbers identified by Customer as the seals placed on TTMS's vehicle by Customer, and that the seals were intact when TTMS's vehicle was tendered to consignee for unloading.

Absent signs of obvious seal compromise or tampering, TTMS shall not be liable for shortage or cargo damage on sealed trailer pick-ups or on drop and hook type moves. Such absolution of liability will also occur if (i) the seal is broken at the direction and under the supervision of an agent of a body politic, (ii) trailers are preloaded and/or the adequacy of loading or count of such trailer is not practical by a representative of TTMS, or (iii) TTMS determines it is reasonably necessary to do so to inspect, reposition, or protect the lading or TTMS's equipment or to comply with federal, state, municipal, or provincial laws, rules and regulations. Customer's consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken. In all instances, evidence of actual damage shall be required before TTMS shall have cargo liability under this Tariff or otherwise. Without limiting the generality of the foregoing, in no event will lack of the original seal, or a broken seal, at the time of delivery result in a presumption that the load is unsafe, contaminated, adulterated or otherwise unfit for its intended purpose.

The foregoing provisions shall govern situations in which Customer loads a trailer prior to TTMS's arrival or where Customer otherwise loads a trailer without TTMS's driver present to witness the loading of the shipment, regardless of whether a seal is actually affixed to the trailer.

1.10 SHORING OR BLOCKING

No blocking or bracing is permitted due to composite floors. In the event any shipment is tendered to TTMS with the express intent and prior knowledge of Customer that the shipment is to move via substituted service by rail, it shall be Customer's sole responsibility to ensure that all cargo is packed and braced in compliance with the applicable rules established by the American Association of Railroads, and in a manner that will protect the contents and the trailer from damage due to load shifting during lifting, ramping, and transit via rail. Customer's failure to comply with the terms of this Article shall relieve TTMS of all liability for damage or injury to cargo.

1.11 SUBSTITUTED SERVICES

For its operating convenience, TTMS reserves the right to, at its sole discretion, use substituted service, including but not limited to other carriers and rail service, for all or any portion of an over the road shipment. TTMS's [TERMS AND CONDITIONS OF BROKERAGE](#) are hereby incorporated by reference.

1.12 FORCE MAJEURE

TTMS shall not be liable for any loss, damage, or failure to perform caused by acts of God, government or civil authority, inclement weather, fires, floods, construction, highway obstruction, traffic, accidents, interstate shut down, public enemy, inherent nature or vice of the cargo, strikes, labor disputes, lockouts, riot, war, or other causes beyond its control. Customer shall not be excused by reason of this provision from its obligation to pay all sums of money due to TTMS as required under the terms of this Tariff.

ARTICLE 2 - RATES

2.1 QUOTES

Quotes are for informational purposes only. The correct and applicable rates and charges for a shipment shall be those rates and charges published in this Tariff or any applicable TTMS contract rate schedule or spot confirmation sheet in effect on the date of the shipment.

2.2 APPLICATION OF COMMODITY RATES - COMMERCIAL ZONES

(Applicable Only Where Reference Is Made Hereto)

Except where a rate is published to a specific point, rates governed by this publication will also apply from or to, as the case may be, all points in the commercial zone of that point. The municipalities and unincorporated areas within a point's commercial zone shall be dependent upon the population of the base point as follows:

<u>POPULATION</u>		<u>Rates will also apply to points within the following miles of the base point:</u>
<u>Over</u>	<u>Not Over</u>	
0	2,500	3
2,500	25,000	4
25,000	100,000	6
100,000	200,000	8
200,000	500,000	10
500,000	1,000,000	15
1,000,000		20

2.3 RATE PRECEDENCE

A. If more than one rate applies to a shipment, the rate to be assessed will be determined on the basis of the following order of precedence, even if so doing does not result in the lowest applicable rate:

FROM:

Named City/Zip (5 digit)
Named City/Zip (5 digit)
Named City/Zip (5 digit)
Named State/Portion of State (note)
Portion of State (note)
Portion of State (note)
Named State (note)
Named State
All Points

TO:

Named City/Zip (5 digit) via Stop-off
Named City/Zip (5 digit)
Named State/Portion of State (note)
Named City/Zip (5 digit)
Portion of State (note)
Named State
Portion of State (note)
Named State
All Points

A portion of a state may be identified by county, group of counties, three-digit zip code or group of three-digit zip codes.

B. General Provisions: Point to point rates take precedence over distance rates and specific commodity rates take precedence over distance commodity rates. A more specific rate will take precedence over a less specific rate.

C. See [Exhibit B](#) for state split definitions by zip code prefix.

ARTICLE 3 - ACCESSORIAL CHARGES

TTMS RESERVES THE RIGHT TO AMEND, ADD, AND/OR DISCONTINUE ANY OF THE ACCESSORIAL CHARGES SET FORTH HEREIN, WITHOUT NOTICE.

[Exhibit A](#) contains a summary of accessorial charges.

3.1 APPOINTMENT CHARGE

Pickups or stop-offs or deliveries with a specific appointment time scheduled between the hours of 10:00 pm and 6:00 pm will be subject to a charge of \$150.00.

3.2 BOBTAIL

When Customer does not provide an empty trailer on drop & hook delivery, a charge of \$250.00 per occurrence will apply.

3.3 BORDER CROSSING

CANADA:

Whenever any shipment hereunder moves across the international border from the United States into Canada, there shall be a \$175.00 border crossing charge.

A. Periods of unnecessary delay due to complications caused by Customer, Customer, consignor and/or consignee will be charged applicable Detention with Power charges, as set forth below in Article 3.5. Complications include but are not limited to: inadequate or incorrect paperwork and incorrect customs brokerage contact information. Detention with Power calculation will begin with

one-hour free time from the point the driver must exit normal border crossing procedures to resolve any complications.

B. Payor will reimburse 120% of any fines or penalties levied against TTMS that result from inadequate information provided to TTMS.

MEXICO:

Whenever any shipment hereunder moves across the international border from the United States into Mexico, there shall be a \$150.00 border crossing charge.

A. Periods of unnecessary delay due to complications caused by Customer, Customer, consignor and/or consignee will be charged applicable Detention without Power charges, as set forth herein. Complications include but are not limited to: inadequate or incorrect paperwork, incorrect customs brokerage contact information, and space limitations or resource limitations with the customs broker or consignee. Detention without Power calculation will begin with 72 hours free time from the point the driver must exit normal border crossing procedures to resolve any complications and \$50.00 for each 24 hours thereafter until such time as the trailer has been validated as having crossed the border.

B. Payor will reimburse 120% of any fines or penalties levied against TTMS that result from inadequate information provided to TTMS.

C. In the event that a Customer, consignor, or consignee directs TTMS to stop at the border prior to border crossing and TTMS is directed by a customs broker or any other party to hold the trailer due to space limitations or for any other reason, a charge of \$100.00 will be assessed for redelivery plus any applicable storage charges.

3.4 C.O.D. SHIPMENTS

TTMS will transport C.O.D. (collect on delivery) shipments for the freight bill costs only subject to the following provisions:

A. Shipments may be made by use of a straight bill of lading.

B. Authorized representatives of TTMS must be notified in writing by fax or certified mail prior to tender of a C.O.D. shipment. If TTMS is not notified in writing it assumes no liability for C.O.D. service. Consignor must also show in bold lettering and figures and in plain sight on the bill of lading that it is a C.O.D. shipment and the amount to be remitted to consignor.

C. Except as otherwise provided, the shipment will not be delivered to consignee until after receipt by TTMS of a certified check for the full amount of the shipping charges made payable to TTMS if freight terms are collect.

D. When specifically authorized in writing on the bill of lading by the consignor, the C.O.D. shipment will be delivered to consignee at destination upon receipt by TTMS of a certified check as agent for the consignor, in the amount of the C.O.D. made payable to the consignor. TTMS will assume no responsibility or liability for the amount of the C.O.D. or the validity/collectability of the check, other than delivering check to the consignor.

- E. The amount of the C.O.D. will be remitted to consignor within ten (10) business days after delivery of the shipment to the consignee.
- F. A charge of \$325.00 per C.O.D. will be assessed.
- G. TTMS will not accept C.O.D. for payment of cargo.

3.5 CONTINUOUS SURVEILLANCE

When the Customer, consignor, or consignee requests that TTMS keep a vehicle or trailer under continuous observation from point of origin to final destination, a continuous surveillance charge will apply. This charge will be the actual costs incurred by TTMS plus 20%, in addition to all other rates and charges.

3.6 DEADHEAD REPOSITION CHARGE

When TTMS is required to deadhead equipment in order to provide the requested services, an additional charge of \$2.15 per mile plus fuel surcharge shall apply in addition to all other charges.

3.7 DETENTION – VEHICLES WITH POWER UNITS APPLICATION

This Article 3.5 applies when TTMS's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

A. GENERAL PROVISIONS

- (1) 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 the carrier.
- (2) The detention charges due TTMS will be assessed against the party responsible for the payment of the freight charges.

B. DEFINITIONS

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

- (1) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.
- (2) "Loading" includes furnishing TTMS with the bill of lading, forwarding directions or other documents necessary for forwarding the shipment.
- (3) "Unloading" includes:
 - (a) Surrender of the bill of lading to TTMS on shipments billed "To Order".
 - (b) Payment of lawful charges to TTMS when required prior to delivery of the shipment.
 - (c) Notification to TTMS that vehicle is unloaded.
 - (d) Signing of the delivery receipt.

- (4) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (5) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.
- (6) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

C. COMPUTATION OF TIME

(1) COMMENCEMENT AND TERMINATION

(a) The time per vehicle shall begin upon the actual appointment time if an appointment time has been identified. In the event an appointment time has not been identified, the time shall begin upon the time of arrival of TTMS's equipment. A TTMS representative shall notify a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee, or other designated party shall enter the time of arrival onto TTMS's detention record. If such representative refuses to enter the time, then TTMS's representative will enter the time and it will be binding upon each party.

(b) Time shall end upon completion of loading or unloading, except as otherwise provided for herein. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto TTMS's detention record. If the representative refuses to enter the time, then TTMS's representative will enter the time and it will be binding upon each party.

(2) PREARRANGED SCHEDULING

(a) Subject to the provisions of Article 3.20, and upon reasonable request of consignor or consignee or others designated by consignor or consignee, TTMS will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

(b) When TTMS enters into a prearranged schedule with consignor or consignee, or others designated by consignor or consignee for the arrival of the vehicle for loading or unloading and TTMS is unable for any reason to maintain such schedule, then TTMS and consignor or consignee, or other party designated by consignor or consignee, have the option to agree to a mutually convenient and prompt alternative arrival time; or, in the event such agreement cannot be reached, to compute detention time against consignor or consignee, or other party designated by consignor or consignee.

(c) If TTMS's vehicle arrives prior to scheduled time, time shall begin from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(3) CONDITIONS GOVERNING THE COMPUTATION OF TIME

(a) Computations of time will include all hours, or portions thereof in fifteen (15) minute intervals, TTMS's vehicle is detained at the designated place of pickup or delivery.

(b) When loading or unloading is not completed at the end of normal business hours at the designated place, consignor or consignee, or other party designated by consignor or consignee shall have the option:

(i) To request that the vehicle without power remain at its premises subject to the provisions herein; or

(ii) To request that the vehicle with power be returned to TTMS without being subject to charges for storage or redelivery.

D. FREE TIME

(1) Free time shall be computed as follows: two (2) hours.

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

(a) 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 charges for vehicles without power will immediately commence with no further free time allowed.

(b) 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.

E. CHARGES

\$100.00 per hour after the free time described herein has expired, in addition to all other charges (Saturdays, Sundays and holidays included). Note: time will be rounded up to the nearest hour.

NOTE: At those marine terminal facilities where Federal Maritime Commission detention charges apply, TTMS charges as set forth herein will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

3.8 DETENTION OF VEHICLES WITHOUT POWER UNITS; SPOTTING OR DROPPING OF TRAILERS

A. APPLICATION

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

- (1) Subject to the availability of equipment, TTMS will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by consignor or consignee, or as close thereto as conditions will permit.
- (2) Loading or unloading will be performed by consignor, consignee, or other party designated by consignor or consignee. When TTMS's representative assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading, the bill of lading must show "Consignor Load and Count" or "Customer Load and Count" or similar sufficient notation.
- (3) TTMS's responsibility for safeguarding shipments loaded into trailers spotted under provisions herein shall begin when loading has been completed and possession thereof is taken by TTMS and an authorized signature is recorded on the bill of lading.
- (4) TTMS's responsibility for safeguarding shipments unloaded from trailers spotted under the provisions herein shall cease when the trailer is spotted at or on the site designated by consignee.
- (5) The detention charges due TTMS will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading, regardless of whether charges are prepaid or collect.
- (6) Nothing in this item shall require TTMS to pick up or deliver spotted trailers at hours other than TTMS's normal business hours. This provision shall not be construed as a restriction on TTMS's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

B. DEFINITIONS

The following general definitions will apply when the below terms are used in this Article:

- (1) "Vehicle" means tractor-trailer combinations used for the transportation of property where:
 - (a) "Trailer" means mobile units used to transport property, and
 - (b) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
- (2) "Loading" includes:

- (a) Furnishing of the bill of lading, forwarding directions or other documents necessary for forwarding the shipment to TTMS, and
 - (b) Notification to TTMS that the vehicle is loaded and ready for forwarding.
- (3) "Unloading" includes:
- (a) Surrender of the bill of lading to TTMS on shipments billed "To Order";
 - (b) Payment of lawful charges to TTMS when required prior to delivery of the shipment;
 - (c) Notification to TTMS that vehicle is unloaded and ready for forwarding; and
 - (d) Signing of delivery receipt.
- (4) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (5) "Site" means a specific location at or on the premises of consignor or consignee, or other designated party.
- (6) "Spotting" means the placing of a trailer at a specific site designated by consignor or consignee, or other party designated by consignor or consignee, detaching the trailer and leaving the trailer in full possession of consignor or consignee, or other designated party unattended by TTMS's representative and unaccompanied by a power unit. TTMS will not move the trailer until such time as it has received notification, pursuant to the provisions herein, that the trailer is ready for pickup at any site or premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense, liability, and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until TTMS receives a consignor's request and places a trailer for spotting.

C. COMPUTATION OF FREE TIME

(1) COMMENCEMENT OF SPOTTING AND FREE TIME

- (a) Spotted trailers will be allowed 24 consecutive hours of free time for loading and unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
- (b) Free time may begin on a Saturday, Sunday, or holiday (national, state, or municipal).

(2) TERMINATION OF SPOTTING AND NOTIFICATION

(a) Consignor or consignee, or other party designated by consignor or consignee, shall notify TTMS when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as TTMS receives notification. Notification by telephone, if convenient and practical, otherwise by e-mail, facsimile or mail, shall be given by consignor or consignee, or other party designated by consignor or consignee at their own expense, to TTMS or other party designated by TTMS for the purpose of advising TTMS or such other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, TTMS may require written confirmation.

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

- (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made and detention charges for vehicles with power will immediately commence with no further free time allowed.
- (ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

(3) PREARRANGED SCHEDULING

(a) Subject to the provisions herein and upon reasonable request by consignor or consignee or others designated by consignor or consignee, TTMS will enter into a prearranged schedule for the arrival of trailers for spotting, subject to a trailer repositioning charge in addition to all other charges.

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

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

D. CHARGES

After the expiration of free time as provided herein, charges for detaining a trailer will be assessed as follows: \$75.00 per 24-hour period (Saturdays, Sundays and holidays included).

3.9 DISPOSAL OF DUNNAGE

When TTMS is required (after final delivery) to dispose of dunnage an additional charge of the actual costs incurred by TTMS plus 20% will apply. This charge includes, but is not limited to, the

disposal of pallets, lumber, plywood, cardboard, plastic, or any other material(s) used in the shipment of the goods and left on the trailer after the final delivery is complete.

3.10 DRIVER LOADING OR UNLOADING

A. When TTMS's driver or representative is required to perform loading of the trailer, an additional charge of \$200.00 plus applicable detention charges will be assessed. When TTMS's driver or representative is required to perform unloading of the trailer, an additional charge of \$200.00 plus applicable detention charges will be assessed. When TTMS's driver or representative is required to perform both loading and unloading of the trailer, a charge of \$400.00 plus applicable detention charges will be assessed. These charges will be in addition to all other charges. Note – the lump sum fee is the actual lump sum fee incurred plus 20%.

B. On shipments with more than one pick-up and/or delivery, a charge of \$200.00 per service shall apply.

C. Shipments unloaded by lumpers or other third parties will be subject to a charge of the actual lumper/third party fee paid at time of loading or unloading plus 20%.

3.11 EQUIPMENT ORDERED AND NOT USED

A. When TTMS's vehicle has been ordered for transportation purposes and, due to no fault on the part of TTMS, the order is cancelled after the vehicle has been dispatched, the following charges will apply:

- (1) A charge of \$400.00 for a solo driver;
- (2) A charge of \$800.00 for a team; and
- (3) A charge of \$2.15 per mile for all excess miles plus applicable fuel surcharge.

B. Excess miles is defined as all miles from the point of dispatch to the point of notification of order cancellation and all miles back to the point of dispatch.

3.12 FERRY CHARGES

TTMS will add the actual round trip ferry charge to the line haul charge and other applicable accessorial charges.

3.13 HAZARDOUS MATERIALS, WASTE, OR SUBSTANCES AND RADIOACTIVE MATERIALS, WASTE OR SUBSTANCES

A. TTMS will accept shipments of hazardous materials or substances and radioactive materials or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions:

- (1) Shipments of hazardous materials or substances, and radioactive materials or substances will be subject to the following requirements:

(a) A minimum of 48 hours advance notice must be given to TTMS before tendering shipments, advising name of consignor, origin, consignee and destination. Material Safety Data Sheet Information must be clearly and completely listed on the bill of lading.

(b) Shipments may be prepaid or collect.

(c) Shipments that are delayed at any time due to restrictions imposed by any consignor, consignee or regulatory agency will be subject to a delay-in-transit charge, plus detention charges of \$650.00 per 24-hour period, or fraction thereof. Such charges shall begin at the time such shipment is delayed and shall continue until such time transportation may be resumed or until the shipment is delivered to consignee.

(d) An additional charge of \$250.00 per load will apply for hazardous materials.

(2) If required by federal, state, provincial or local regulations, TTMS will prepare designated route plans which will set forth the routes to be utilized in transporting shipments from the initial origin to the final destination. The designated route will be the shortest practical route over the highways approved by the appropriate government agency, including any interstate highway not disapproved by a state or local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds the shortest mileage for initial origin to final destination, the distance in excess will be charged at the rate of \$1.65 per mile plus applicable fuel surcharge.

(3) When special permits are required by federal, state, provincial or local regulation, the purchase costs of such permits will be paid by the party responsible for the freight charges.

(4) The packaging, labeling and description on all shipping documents of explosives, dangerous articles, and other hazardous commodities are governed by the rules and regulations set forth in 49 CFR 160 through 180, inclusive, and consignor shall comply with same. Consignor shall be solely responsible for all labeling and all placarding needed for trailers that are loaded with hazardous materials or substances and radioactive materials or substances. Consignor shall indemnify TTMS against any property loss, damage, injury, death, or other liability, including costs of cleanup, disposal, remediation, fines, attorney's fees, and related expenses, resulting from consignor's noncompliance with the obligations set forth herein.

B. Nothing in this Article shall obligate TTMS to transport shipments beyond the scope of its operating certificates or in violation of any law, regulation, or ordinance.

C. Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon notice of arrival to consignee.

D. The charges named in this Article shall be paid by the party responsible for the freight charges.

E. ACCEPTABLE HAZARDOUS COMMODITIES LIST

TTMS may transport the following commodities:

Table II Materials (except for Class 5.2)	
Class 1.4 Explosives	Class 4.2 Spontaneously Combustible
Class 1.5 Explosives	Class 5.1 Oxidizer
Class 1.6 Explosives	Class 6.1 Poison (Other than PIH Zone A or B)
Class 2.1 Flammable Gas	Class 6.2 Infectious Substances
Class 3 Flammable/Combustible Liquid	Class 8 Corrosives
Class 4.1 Flammable Solid	Class 9 Miscellaneous Hazardous Materials
ORM-D Other Regulated Material for Domestic Transportation	

F. PROHIBITED COMMODITIES LIST

TTMS will not transport the following commodities:

Class 1.1 Explosives	Class 5.2 Peroxides (Temp Control)
Class 1.2 Explosives	Class 6.1 Poison Inhalation Hazard (A or B)
Class 1.3 Explosives	Class 7 Radioactive (Yellow III Label Only)
Class 2.3 Poison Gas	Radioactive Materials-Highway route controlled quantity of Class 7 Materials
Class 4.3 Materials –Dangerous When Wet	Explosives-More than 25kg (55 lbs) of a Division 1.1, 1.2, or 1.3 material, or an amount of a Division 1.5 material requiring a placard under 49 CFR Part 172, subpart F
Toxic by Inhalation (Division 2.3 and 6.1) Materials – Hazard Zone A material in a packaging with a capacity greater than 1 liter (0.26 gallons); a shipment of Hazard Zone B materials in a bulk packaging (capacity greater than 450 liters [199 gallons]); or a shipment of Hazard Zone C or D materials in a bulk packaging having a capacity equal to or greater than 13,248 liters (3,500 gallons)	A shipment of compressed or refrigerated liquid methane or natural gas or other liquefied gas with a methane content of at least 85 percent, in a bulk packaging having a capacity equal to or greater than 13,248 liters (3,500 gallons) for liquid or gases.
Hazardous Waste	Carbon Black

G. DEFINITIONS

(1) Radioactive Materials - are substances which spontaneously emit radiation capable of penetrating and damaging living tissue. Handling of these materials can require special equipment like gloves and suits and generally require trailer testing for radiation contamination.

- (2) Explosives - are substances which function by detonation and/or rapid combustion (e.g. black powder, nitroglycerin, fireworks, and ammunition). Handling of Explosives A and B requires special operating authority, driver training, equipment, and routing permits
- (3) Poisons - are substances which, when mixed with air, are dangerous to life and create a health hazard during transportation (e.g. arsenic, phosgene, cyanide, insecticides). Poison materials, when not properly packaged and handled, can contaminate the environment, equipment and other freight.
- (4) Flammable Solids - Dangerous When Wet 4.3 - are substances which will react spontaneously when mixed with a liquid or comes in contact with humid air.
- (5) Etiologic Agents – are substances which may cause human disease (e.g. biological products, virus specimens).
- (6) Hazardous Waste – is a solid waste or by-product that may cause or significantly contribute to serious illness or death, or that poses a substantial threat to human health or the environment when improperly managed. Hazardous waste requires permits, manifests, EPA approval, and proper disposal. Generators, disposal sites, storage facilities, and transporters all require EPA ID numbers, special training, and proper management.
- (7) Hazardous Substances – are substances which have been identified by the Environmental Protection Agency (EPA) and the Department of Transportation (DOT) to be capable of posing an unreasonable risk to health, safety, and property when transported. Hazardous substances all have reportable quantities and require additional reporting to EPA, DOT, U.S. Coast Guard, and local, state and provincial governments if a spill occurs.

3.14 HOLIDAY PICK UP AND DELIVERY

If the Customer, consignee or consignor requires TTMS to make a pick up or a delivery on a Holiday, an additional charge of \$200.00 shall apply in addition to all other charges.

3.15 IMPRACTICAL OPERATIONS

Charges for deviation from the normally traversed route will be at the rate of \$2.15 per mile for each mile in excess of the short-line mileage from origin to destination.

3.16 INBOND SHIPMENTS

For shipments moving in bond. an additional charge of \$500.00 will be assessed in addition to all other applicable charges.

3.17 LOAD STRAPS

When Customer, consignor, or consignee requests load straps, and TTMS chooses to provide such load straps, a charge of \$50.00 per strap for a 2” strap will apply and will be billed to the party requesting the load straps.

3.18 MINIMUM CHARGE

Except as otherwise provided in contracts referring to this Tariff, rates stated in cents per loaded mile are subject to a minimum charge per shipment of \$675.00 plus applicable fuel surcharge.

3.19 MIS-USE OF EQUIPMENT

Utilization of equipment, which does not strictly comply with the intended use between TTMS and Customer, consignor, or consignee, will result in a charge of \$650.00 per trailer per day.

3.20 NEW YORK METRO CONGESTION CHARGE

Loads delivering in the New York Metro Area (Zip Codes: 100, 101, 103, 104, 107, 108, 110-119) will be subject to a congestion charge of \$600.00 per load plus any applicable detention and fuel surcharge charges.

3.21 OUT OF ROUTE MILES

A. If Customer, consignee, or consignor (or entity responsible for freight charges) requests a longer route than the shortest practical route as established in the governing mileage guide, the mileage over the longer route shall apply at the rate of \$2.15 per mile. If Customer, consignor, or consignee is quoted a flat rate and a stop off point is added, TTMS will charge for all applicable miles.

B. When the shortest practical route from the point of origin to the destination via any intermediate stop off points is closed or impassable due to highway obstruction, faulty or impassable highways, lack of capacity of any highway bridge or ferry, road shutdown, required detour, weather, flood, washout, or construction or is not accessible due to commodity or vehicle size and weight restrictions, or other circumstances beyond the control of TTMS, and TTMS must use a longer route, then distances will be calculated via the longer route at the published rate per mile.

3.22 OVERNIGHT OR WEEKEND LAYOVER

If after arrival at the point of loading or unloading TTMS is required by the consignor, consignee, or agent of same to load or unload at a later date, the following charges will apply:

5 p.m. to 8 a.m. weekdays	Solo	\$ 750.00
	Team	\$1,500.00
5 p.m. Friday to 8 a.m. Monday	Solo	\$1,500.00
	Team	\$3,000.00

3.23 PALLET CHARGE

If TTMS provides pallets or pallet exchange, the following accessorial cost will be assessed in addition to the line-haul rate and all other applicable charges: \$400.00 per load.

3.24 PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Upon reasonable request of consignor, consignee, or others designated by consignor or consignee, and subject to the provisions outlined below, TTMS will, subject to trailer repositioning charges, prearrange schedules for arrival of vehicles for loading or unloading shipments. The request for prearranged scheduling may be made orally or in writing. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24-hours' notice prior to the effective date of such cancellation.

3.25 PROOF OF DELIVERY

TTMS will furnish one copy of the bill of lading showing the consignee's signature with the freight bill at no additional charge. Additional copies will be furnished subject to the following charge: \$25.00 per copy. However, the charge in this Article shall not apply if the bill of lading(s) is obtained via TTMS's web-based service, which can be found [here](#).

3.26 PROTECT FROM FREEZE

Upon Customer's request to provide Protect from Freeze service, an additional charge of \$150.00 per occurrence will apply.

3.27 RAIL STORAGE

Upon rail notification of a trailer/container at destination, there will be a storage charge of \$150.00 per day after 24 hours free time in addition to all other charges.

3.28 REDELIVERY

When a shipment is tendered for delivery and through no fault of TTMS such delivery cannot be accomplished, no further tender will be made except upon request. When redelivery of a shipment is requested or required, the charge to complete the redelivery will be \$250.00 per shipment plus \$2.15 per mile in addition to all other charges.

3.29 REWEIGHING

When equipment is reweighed at the request of Customer, Customer, consignee or consignor, a charge of \$75.00 per occurrence plus \$2.15 per mile for out of route mileage shall be assessed in addition to all other charges.

3.30 RECONSIGNMENT CHARGES

Shipments moving under rates published in Tariffs or contracts may be reconsigned in transit or after arrival at billed destination subject to the following rules, regulations, and charges:

A. The term "reconsignment" means a change in the name of the consignee and/or destination of the entire shipment, except as otherwise provided herein, or any other instructions given to TTMS requiring an addition to or change in billing necessary to effect delivery or involving an additional movement of the shipment, or both.

B. Reconsignment instructions must be confirmed in writing to TTMS.

C. A charge of \$175.00 per reconsignment will be made in addition to all other applicable charges.

D. The rate applicable on shipments diverted or reconsigned in transit shall be the greater of:

- (1) \$2.15 per mile plus applicable fuel surcharge from the origin to the new final destination via point of reconsignment; or
- (2) the published rate per mile from the origin to the new final destination via point of reconsignment. A charge for a stop in transit shall be assessed in addition to all other charges, if TTMS arrives at the original consignee prior to notification. The party responsible for the freight charges shall also be responsible for the charges in this provision.

3.31 STOPS IN TRANSIT

A. The rate per mile for stops-in-transit on flat rates shall be calculated by dividing the flat rate by the number of miles between origin and destination as published. If a point-to-point rate is published on a per mile basis, then the point-to-point rate will apply to all excess mileage due to added stops-in-transit. The rate-per-mile charges are in addition to the charges for stops-in-transit as set forth herein.

B. A shipment tendered on one bill of lading or shipping receipt from one consignor consigned to one consignee may be stopped in transit at any point or place between the origin and final destination for the purpose of partial loading and/or unloading, subject to the provisions of the following paragraphs and all other rules published herein:

(1) Stops in transit for partial loading or unloading will be permitted at any point between initial origin and final destination at point or points within and subject to TTMS's scope of operations as provided in this Tariff.

(2) As to shipments moving on mileage rates, mileage will be determined by the shortest practical route via the stop off point or points from origin to destination.

(3) The charge for stops in transit for partial loading or unloading, exclusive of those at initial origin and final destination, will be assessed as follows:

1st stop will be assessed at \$125.00 plus applicable detention charges.

2nd stop will be assessed at \$225.00 plus applicable detention charges.

3rd stop will be assessed at \$350.00 plus applicable detention charges.

4th stop and each stop thereafter will be assessed at \$500.00 plus applicable detention charges.

(4) Such charges will be in addition to all other applicable rates and charges, shown in the rate item, and at the rate applicable from initial origin to final destination.

(5) The agent at the stop in transit point for partial loading and/or unloading, or in the event there is no agent at such stop in transit point, the driver of the vehicle, shall obtain, in writing, a statement, such as a notation on the freight bill, of the quantity and description of that portion of the shipment loaded and/or unloaded at the stop in transit point or points.

(6) Stops in transit will not be permitted on shipments when consigned "C.O.D.", "To Order", or "Order Notify", or to be delivered only upon consignor's written order or when accompanied by any instructions from consignor requiring surrender or presentation of bill of lading, written order, or any other document as a condition precedent to the delivery at the stop in transit point.

(7) If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply, or if the rate to any

place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply.

(8) The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party to whom each portion is to be delivered.

(9) If pickup and/or delivery is made at two or more different addresses in the same point (city, town, or village), each pickup and/or delivery will be considered a separate stop in the application of this rule.

(10) The substitution of other property other than originally loaded or the exchange of contents of the load in any manner is prohibited.

(11) The word "stop" or "stops", as used herein, means the stopping for the purpose of partial loading or for partial unloading, excluding the initial loading at origin and the final unloading at destination.

3.32 STORAGE

Freight stored in TTMS's possession by reason of an act or omission of the Customer, consignor, or consignee, or for customer clearance or inspection, payment of fees, duties, or taxes, or through no fault of TTMS will be subject to storage charges of \$50.00 per day plus applicable per diem and drayage in addition to all other charges. High value freight stored in TTMS's possession by reason of an act or omission of the Customer, consignor, or consignee, or for customer clearance or inspection, payment of fees, duties, or taxes, or through no fault of TTMS will be subject to storage charges of \$300.00 per day in addition to all other charges.

3.33 TANKER ENDORSEMENT

An additional charge of \$125 per shipment will apply when a tanker endorsed driver is required. Customer shall notify USX prior to shipment tender of the commodity being transported, the tank size, and the aggregated capacity of tanks in order to assign an endorsed driver. In the event a driver is removed from a shipment in order to assign a tanker endorsed driver, an additional Equipment Ordered Not Used charge will apply.

3.34 TEAM UPCHARGE

When a customer tenders a shipment and requests a transit time that cannot be met within the regular available driving hours of a single driver, that load tender will be considered a request for team service. An additional surcharge of \$0.30 per mile above the rate per mile, subject to a minimum charge of \$250, will apply for team service, in addition to all other charges.

3.35 TOLL CHARGES

If Customer, consignee, or consignor request or require that a shipment be moved on toll roads, all actual toll charges shall be invoiced plus 20%.

3.36 TRAILER POOL CHARGE

Upon reasonable request of consignor, consignee, or others designated by them, TTMS may deliver an agreed upon number of trailers for a trailer pool. Consignor or consignee or others designated by consignor or consignee shall be liable for all damage or loss, including a complete loss, occurring to the trailers while on the designated premises. Any charges, fees, or additional expenses incurred, such as spotting fees, as a result of this procedure will be the responsibility of the Customer. Consignor, consignee, or other party designated by them, shall notify TTMS of any and all exceptions related to the trailer pool within 24 hours of the time and date of dropping trailers.

If the consignor or consignee or others designated by consignor or consignee increase the number of trailers in the trailer pool in order to supplement the existing trailer pool for a designated time period, the entire trailer pool will be subject to a ratio of three loads, per week, per spotted trailer. To the extent such ratio is not obtained, a charge of \$100.00 per under-utilized trailer per 7-day period (or fraction thereof) will be assessed.

If a spotted trailer is removed from the designated premises by an unauthorized power unit, a charge of \$2.15 per mile plus applicable fuel surcharge and an additional \$50.00 per trailer per 7-day period (or fraction thereof) will be assessed.

3.37 TRAILER REPOSITIONING CHARGE

When an empty trailer is not available at consignor's or consignee's facility, and TTMS is forced to obtain an empty trailer from another location, a charge of \$2.15 per mile plus fuel will apply from the location of TTMS's nearest trailer, in addition to all other charges.

3.38 WEIGHT FINE

If TTMS, through no fault of its own, receives a fine or penalty from the DOT because its trailer is over the legal weight limit, the consignor will reimburse TTMS 120% for any overweight scale ticket amount. In cases where TTMS is required to return to the Customer, or other approved facility, to have the load reworked to legal specifications, consignor will be charged an amount of \$2.15 per out-of-route mileage plus applicable fuel surcharge.

ARTICLE 4 - CREDIT AND PAYMENT TERMS

4.1 EXTENSION OF CREDIT TO PAYOR OF FREIGHT CHARGES

A. TTMS may extend credit to those consignors and/or payors of freight charges who, in the sole judgment of TTMS, are good credit risks. Further, TTMS does not employ property brokers or other intermediaries as its agents for the collection of freight charges due subsequent to the movement of traffic by TTMS pursuant to authorities granted it by regulatory bodies. Upon request by the consignor and for the consignor's convenience, TTMS will invoice the consignor's broker, bank, or other designated agent for freight charges. TTMS reserves the right to bill and collect freight charges from the consignor or the consignee, in the event full payment of freight charges is not received within TTMS's terms, pursuant to such third-party billing instructions. All charges shall be billed and paid in U.S. Dollars (USD).

B. Where credit is extended, the following provisions for payment of transportation charges will apply:

- (1) TTMS's invoices are due and payable within fifteen (15) days of receipt.
- (2) The unpaid freight bill, or any unpaid portion thereof, will be subject to a finance charge of two percent (2%) per month, which reflects an annual rate of twenty-four percent (24%) on the unpaid balance, or, in the alternative, the maximum rate allowed by law if less than the specified rate.
- (3) The payor of freight charges will also be responsible for all costs and expenses associated with collection efforts, including but not limited to reasonable attorney's fees and expenses, if TTMS has to seek recovery by means of collection process or by litigation.
- (4) Freight bills shall not be subject to setoff under any circumstances.

4.2 DISPOSITION OF SHIPMENT SUBSEQUENT TO FAILURE OF RESPONSIBLE PARTY TO MAKE PAYMENT OF FREIGHT CHARGES

Failure to pay all charges lawfully billed may result in a lien being placed on current or future shipments, including cost of storage and security, for the subsequent shipments held pursuant to state statutory lien laws permitting same.

4.3 PAYMENT OF CHARGES - SHIPMENTS OUTSIDE THE CONTINENTAL UNITED STATES

Payment of all charges on shipments transported from or to points outside the continental United States shall be prepaid in United States funds.

4.4 PAYMENT OF CHARGES - FREIGHT COLLECT CHARGES

On those shipments where TTMS is to bill freight charges "Freight Collect" and consignee fails to remit payment within fifteen (15) days, TTMS will resubmit the freight bill to the consignor, consignee, Customer, or receiver of benefit for payment thereof. Consignor agrees to be liable for and to make payment to TTMS for services rendered on the consignor's behalf, Bill of Lading provisions notwithstanding.

4.5 PREPAID OR GUARANTEED TRANSPORTATION CHARGES

All charges must be prepaid or guaranteed on shipments which, in TTMS's judgment, would at forced sale at destination realize an amount less than the transportation and any other charges due.

4.7 THIRD-PARTY PAYOR PROVISIONS

If consignor is a freight broker, freight forwarder, freight agent, third party logistics provider, payment agent, disbursement agent or the like ("Third-Party Payor") who receives payments from the actual Customer for freight transportation and related charges due TTMS, then any such payments made by the actual Customer to such Third Party Payor shall, upon receipt, be held by such Third-Party Payor in trust for the exclusive use and benefit of TTMS and shall be promptly paid over to TTMS. In the event that such Third-Party Payor fails, for any reason whatsoever, to make payment over to TTMS of the freight charges, then the actual Customer of the freight shall be responsible for and shall promptly, upon demand, make payment to TTMS for the freight services

provided for its benefit by TTMS regardless of whether or not such actual Customer has made payment of the freight charges to the Third-Party Payor. Further, Customer agrees that it shall indemnify, defend, and hold harmless TTMS from any and all liability, claims, losses, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account of damage of any kind whatsoever, arising in any way from Customer's use of a Third-Party Payor and/or TTMS's receipt of payments from a Third-Party Payor on Customer's behalf, including but not limited to, claims to the sums paid by the Third-Party Payor asserted in a Third-Party Payor's bankruptcy, or otherwise.

ARTICLE 5 – CLAIMS

PROCEDURES GOVERNING THE PROCESSING OF CLAIMS FOR LOSS OR DAMAGE OF PROPERTY - The regulations set forth in this item, construed in accordance with the federal regulations set forth at 49 C.F.R. 370, will govern the processing of claims for loss, damage, or injury to property transported or accepted for transportation in interstate or foreign commerce.

5.1 CONCEALED LOSS OR DAMAGE CLAIMS

A. DEFINITION.

Concealed loss or damage is that which was not noted on the Bill of Lading because it was not apparent at the time of delivery. These claims are considered and investigated as concealed loss or damage claims and will be handled based on their individual merits.

B. NOTICE OF CONCEALED LOSS OR DAMAGE CLAIMS IN WRITING.

When damage to cargo is discovered by the consignee that was not apparent at the time of delivery, it must be reported by the consignee to TTMS's Claims Department upon discovery along with a request for inspection by a TTMS representative. Notice of concealed loss or damage and a request for inspection may be given via email at osd@totalms.com, or in person, but in either event must be confirmed in writing by consignee and mailed to TTMS.

C. FILING OF CONCEALED LOSS OR DAMAGE CLAIMS.

Concealed loss or damage must be reported in writing by consignee to TTMS within forty-eight (48) hours of delivery. If consignee fails to report in writing the concealed loss or damage claim within forty-eight (48) hours of delivery, consignee waives its rights with regard to such concealed loss or damage and TTMS shall not be liable for the claim.

D. INVESTIGATION OF CLAIMS.

Inspection or waiver of inspection will be provided by TTMS as promptly as possible and practicable after receipt of request by consignee. However, should TTMS waive inspection, the consignee must make the inspection and record all information to the best of his/her ability pertinent to the cause. Except as otherwise provided for in this Article 5.1, all other terms and conditions set forth herein shall govern the processing, disposition, and liability of concealed loss or damage claims.

5.2 FILING OF CLAIMS

A. CLAIMS IN WRITING REQUIRED

A claim for loss, damage, or injury to cargo will not be paid by TTMS unless Customer files a written claim, as provided in Subsection B herein, within nine (9) months from date of delivery or the date delivery was scheduled for lost cargo. Deduction or off-setting for loss or damage claims from freight charges is prohibited.

B. MINIMUM FILING REQUIREMENTS

A communication in writing from a claimant filed with TTMS within nine (9) months from the date of delivery must contain the following:

- (1) facts sufficient to identify the shipment(s) of property involved; and
- (2) asserted liability for alleged loss, damage, or injury; and
- (3) claims for payment of a specified and determinable amount of money.

C. DOCUMENTS NOT CONSTITUTING CLAIMS

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents or inspection reports issued by TTMS or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will not be considered by TTMS as sufficient to comply with the minimum claim filing requirements specified herein.

D. CLAIMS FILED FOR UNCERTAIN AMOUNTS

Whenever a claim is presented against TTMS for an uncertain amount, such as "\$100.00 more or less", TTMS will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the damage for which it may be responsible. It will not, however, pay a claim under such circumstances unless and until a formal claim, in writing, for a specified or determinable amount of money has been filed in accordance with the provisions herein.

E. OTHER CLAIMS

If upon investigation of a claim TTMS discovers that one or more other carriers has been presented with a similar claim on the same shipment, TTMS will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of title to the property involved or right with respect to such claim. TTMS shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or consignor, or the authorized agent or representative of either. When TTMS is directed to unload or to deliver property (or render any service) at a place or places at which the consignee or its agent is not present, then property shall be left at the risk of the owner or consignee after delivery.

5.3 ACKNOWLEDGEMENT OF CLAIMS

A. TTMS will, upon receipt of a properly filed claim in the manner and form described herein, acknowledge the receipt of such claim, in writing, to the claimant within thirty (30) days after the date of its receipt by TTMS, unless TTMS will have paid or declined such claim, in writing, within thirty (30) days of the receipt thereof. TTMS will indicate in its acknowledgement to the claimant

what, if any, additional documentary evidence or other pertinent information may be required to further process the claim.

B. TTMS will, at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt. At the time such claim is received, TTMS will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear in TTMS's written acknowledgement of receipt to the claimant. TTMS will also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, concerning such shipment.

5.4 INVESTIGATION OF CLAIMS

A. PROMPT INVESTIGATION REQUIRED

Each claim filed against TTMS in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.

B. SUPPORTING DOCUMENTS

When a necessary part of an investigation, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice, or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim, or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever, and the terms thereof or depreciation reflected thereon; provided however, that, where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, TTMS will, before paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved, and to certify the correctness thereof in writing.

C. VERIFICATION OF LOSS

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, TTMS will obtain from the consignee of the shipment involved a certified statement, in writing, that the property for which the claim is filed has not been received from any other source.

5.5 DISPOSITION OF CLAIMS

TTMS, upon timely receipt of a written claim for loss, damage, or injury to property transported, will pay, decline, or make a firm compromise settlement offer, in writing, to the claimant within one hundred twenty (120) days after receipt of the claim by TTMS; provided, however, that, if the claim cannot be processed and disposed of within one hundred twenty (120) days after the receipt thereof, TTMS will, at that time and at the expiration of each succeeding sixty (60) day period while the claim remains pending, advise the claimant, in writing, of the status of the claim and the reason for the delay in making final disposition thereof, and it will retain a copy of such advice to the claimant in its claim file thereon.

5.6 STATUTE OF LIMITATIONS

The time for filing any action at law against TTMS for loss and damage claims shall be two (2) years and one (1) day from the date of TTMS's written disallowance of all, or any portion of, the claim. In the event of litigation, the statutes and laws of the State of Tennessee shall apply and jurisdiction and venue shall lie in Chattanooga, Hamilton County, Tennessee.

5.7 PROCESSING OF SALVAGE

A. Whenever material, goods, or other property transported by TTMS is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, TTMS, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. TTMS will dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein.

B. Whenever disposition of salvage material or goods will be made directly to an agent or employee of TTMS, or through a salvage agent or company in which TTMS or one or more of its directors, officers, or managers has any interest, financial or otherwise, TTMS's salvage records will fully reflect the particulars of each transaction or relationship, or both, as the case may be.

C. Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before prescribed, TTMS will record in its claim file thereon, the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

5.8 LIMITS OF LIABILITY - CARGO LOSS AND DAMAGE

A. Except as otherwise provided herein, TTMS's liability for cargo loss or damage shall be governed by this Tariff and 49 USC 14706 et al. (the "Carmack Amendment"). In the event of a conflict, the terms and conditions of this Tariff shall apply to the extent permitted by applicable law. Unless agreed in writing signed by an authorized representative of TTMS prior to shipment tender, TTMS makes no warranties, representations, or guarantees as to on-time pick-up or delivery. TTMS is not bound to transport property in any particular vehicle in time for any particular market or markets, other than to transport the freight with reasonable dispatch.

B. TTMS shall not be liable for any loss, damage, delay, or failure to perform caused by acts of God, government or civil authority, inclement weather, fires, floods, construction, highway obstruction, traffic, accidents, interstate shut down, public enemy, inherent nature or vice of the cargo, strikes, labor disputes, lockouts, riot, war, or other causes beyond its control.

C. Regardless of notations made on any bill of lading, load confirmation sheet, or other shipping documents, TTMS shall not be liable for any special, incidental, indirect or consequential damages, including, without limitation, any damages resulting from delay, plant shutdown, manufacturing delays, extra labor, overtime, alternate transportation costs, lost profits or business opportunity, fines, penalties, charge backs, regardless of the existence of reasonable foreseeability.

D. TTMS's liability for cargo loss or damage shall not exceed the lesser of the wholesale market value or Two Dollars and Fifty Cents (\$2.50) per pound per package, subject to a maximum of One Hundred Thousand Dollars (\$100,000.00) total liability per shipment. Unless a greater value is declared and consignor fully complies with the procedure set forth herein, consignor agrees that the released value of each shipment is no greater than \$100,000.00, which is a reasonable value under the circumstances surrounding the transportation. If additional liability is desired, prior to tender of the shipment to TTMS consignor must have prepaid the increased rate required for the additional liability and complied with the following procedure:

- (1) declare a value in excess of \$100,000.00;
- (2) receive the express written consent for the additional liability from an authorized representative of TTMS;
- (3) contact the Director or VP of TTMS's pricing department for the rate increase applicable to the shipment for the increased liability;
- (4) record the higher rate and the declared value on the bill of lading; and
- (5) pay the increased rate.

If consignor declares a value in excess of \$100,000.00 without complying with this procedure, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be tendered and moved subject to the reduced limit of liability. Any agreement on the part of TTMS to accept additional liability at increased rates is not insurance coverage—consignors desiring insurance should purchase it from a third party. Total declared value may not exceed \$250,000.00 per shipment without the express written consent of TTMS's Chief Executive Officer or Chief Commercial Officer, or a Senior Vice President of Sales. If consignor tenders a shipment with a value in excess of \$250,000.00 without obtaining such express written consent, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be tendered and moved subject to the reduced limit of liability.

E. Shipments of used equipment and/or machinery or of uncrated new equipment or machinery will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding Ten Cents (\$0.10) per pound per package unless consignor complies with the additional liability procedure in Article 5.8(D) above and an authorized representative of TTMS agrees thereto in writing. If consignor fails to release the value of the property to a value not exceeding ten cents per pound per package or fails to comply with the additional liability procedure in Article 5.8(D) above, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be tendered and moved subject to the limitation of liability of ten cents per pound per package. Failure to declare that a commodity is "used" shall not alter the application of this paragraph. "Used" shall include rebuilt, refurbished, reconditioned, demonstrators or display units.

F. Any transportation or billing arrangements made by TTMS regarding transportation of consignor's goods to, from, or within Mexico (including quotation of through rates between points in the United States and points in Mexico) are made by TTMS solely for the convenience of the consignor. TTMS's Carmack liability for loss or damage to cargo as limited in this Article 5.8 shall

apply to loss or damage occurring only during that portion of inland domestic U.S. motor transportation directly performed by TTMS, regardless of whether transportation services are performed, or are alleged to have been performed, under the terms of an international through bill of lading. Carmack liability is not available for that portion of any such shipment occurring outside of the United States or while in the care, custody, or control of a foreign carrier. Unless a greater value is specifically requested by consignor in compliance with the procedure set forth in Article 5.8(D) above and an authorized representative of TTMS agrees thereto in writing, consignor releases, and TTMS shall not be liable for, any cargo loss or damage or events occurring in Mexico in an amount exceeding the liability imposed pursuant to Mexican law as it pertains to damages, subject to a maximum of \$2,000.00 total liability per shipment.

G. In no event shall TTMS's liability for loss or damage exceed the lesser of: (i) a limit of liability imposed by statute or governing law based upon the country of origin or nature of the shipment being transported, or (ii) \$2,000.00 per shipment.

H. TTMS, consignor, consignee, and all parties to the transportation of the shipments expressly waive all rights and remedies under Part B, Subtitle IV of Title 49 U.S.C. to the extent they conflict with the provisions of this Article 5.8.

5.9 PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION, AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT, OR OVERCOLLECTION CLAIMS

The provisions set forth in this Article govern the processing of claims for overcharge, duplicate payment, or over-collection for the transportation of property in interstate or foreign commerce by TTMS subject to applicable federal and state statutes.

A. DEFINITIONS

(1) "Carrier" means a motor carrier, a water carrier, or freight forwarder subject to Part B of the ICC Termination Act of 1995.

(2) "Overcharge" means an overcharge as defined in 49 U.S.C. § 14704(b). It also includes duplicate payments as defined in herein and over-collections as defined herein when a dispute exists between the parties concerning such charges.

(3) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payments is not in the exact amount of the applicable Tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable Tariff rates and charges.

(4) "Over-collection" means the receipt by a household goods carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment of household goods, as defined in Part 378 of Title 49, Code of Federal Regulations.

(5) "Unidentified payment" means a payment which TTMS has received but which TTMS is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation service.

(6) "Claimant" means any consignor or receiver, or its authorized agent, filing a request with TTMS for the refund of an overcharge, duplicate payment, or over-collection.

B. FILING AND PROCESSING CLAIMS

(1) Claims for overcharge, duplicate payment, or over-collection shall not be paid unless filed in writing with TTMS within 180 days of the date of invoice. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.

(2) A single claim may include more than one shipment provided the claim on each shipment involves (a) single line service by the same carrier, or (b) service by the same interline carriers.

C. DOCUMENTATION OF CLAIMS

(1) Claims for overcharge, duplicate payment, or over-collection shall be accompanied by sufficient information to allow carriers to conduct an investigation and pay or decline the claim within the time limitations set forth in Disposition of Claims. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.

(2) Claims for overcharge shall be accompanied by the original freight bill and proof of payment thereof. Additional information may include, but is not limited to, the following:

- (a) The rate, classification or commodity description or weight claimed to have been applicable.
- (b) Complete Tariff authority for the rate, classification, or commodity description claimed.
- (c) Freight bill payment information.
- (d) Other documents or data which is believed by claimant to substantiate the basis for its claim.

(3) TTMS shall accept copies instead of the original document required to be submitted herein where TTMS is furnished with an agreement entered into by the claimant, which indemnifies TTMS for subsequent duplicate claims which might be filed and supported by the original documents.

D. INVESTIGATION OF CLAIMS

(1) Upon receipt of a claim, whether written or otherwise, TTMS shall promptly initiate an investigation and establish a file.

(2) If TTMS discovers an overcharge, duplicate payment, or over-collection which has not been the subject of a claim, it shall promptly initiate an investigation.

(3) In the event TTMS requires information or documents in addition to that submitted with the claim, TTMS shall promptly notify the claimant and request the information required.

E. CLAIM RECORDS

At the time a claim is received, TTMS shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claims, including a written acknowledgment of receipt. If pertinent to the disposition of the claim, TTMS shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

F. ACKNOWLEDGEMENT OF CLAIMS

Upon receipt of a written claim for overcharge, duplicate payment, or overcollection, TTMS shall acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt except where TTMS shall have paid or declined the claim in writing within that period. TTMS shall include the date of receipt in its written acknowledgement and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

G. DISPOSITION OF CLAIMS

The processing carrier shall pay, decline to pay, suspend, or settle each written claim for overcharge, duplicate payment, or overcollection within sixty (60) days after its receipt by that carrier, except where the claimant and TTMS agree in writing to a specific extension based upon extenuating circumstances. If TTMS declines to pay a claim or makes settlement in an amount different from that sought, TTMS shall notify the claimant, in writing, of the reason(s) for its action, citing Tariff authority or other pertinent information developed as a result of its investigation.

H. SUSPENSION OF CLAIMS

Claims are suspended for thirty (30) days on past due accounts. TTMS shall send written notice of all past due invoices. TTMS shall utilize overpayments to reduce amounts owed on any invoices not paid within thirty (30) days of written notice.

5.10 DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES, DUPLICATE PAYMENTS, AND OVERCOLLECTIONS NOT SUPPORTED BY CLAIMS

A. TTMS shall establish procedures for identifying and properly applying all unidentified payments. If TTMS does not have sufficient information with which properly to apply such a payment, TTMS shall notify the payor of the unidentified payment within sixty (60) days of receipt of the payment and request information which will enable it to identify the payment. If TTMS does receive information identifying payment, all overpayments will be used to cover any outstanding debt. If TTMS does not receive the information requested within ninety (90) days from the date of the notice, TTMS may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the ninety (90) day period, the regular claims procedure under this part shall be applicable.

B. Notice shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: check number, amount, and date; payor's name; and any additional basic information carrier is able to provide. The final notice also must inform payor that:

(1) applicable regulations allow TTMS to conditionally retain the payment as revenue in the absence of a timely response by payor; and

(2) following the ninety (90) day period the regular claims procedure shall be applicable.

C. Upon TTMS 's receipt of information from the payor, TTMS shall, within fourteen (14) days:

(1) make a complete refund of such funds to the payor; or

(2) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or

(3) notify the payor of TTMS 's determination that such payment was applicable to particular freight charges lawfully due TTMS .

Where no refund is made by TTMS, TTMS shall advise the payor of its right to file a formal claim for refund with TTMS in accordance with the regular claims procedure under this part.

D. When a carrier which participated in a transportation movement, but did not collect the transportation charges, finds that an over-payment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint line haul) discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or over-collection exists for any transportation charge which has not been the subject of a claim, carrier shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within thirty (30) days from the date of such discovery or notification.

ARTICLE 6 - FUEL SURCHARGE INDEX

6.1 FUEL SURCHARGE INDEX

The base fuel price will be established at \$1.050 per gallon. The weekly National, PADD5 and California price issued each Monday by the Department of Energy (DOE) will be used to determine the fuel surcharge applicable for the next seven (7) days. Any adjustments in the fuel surcharge will become effective 12:01 A.M. Tuesday and remain in effect through 11:59 P.M. on the following Monday. The table below provides the applicable fuel surcharge amount in \$0.045 increments.

DOE Nat'l, CA, PADD5 Posted Price / Gallon	Fuel Surcharge (In Cents Per Mile)	DOE Nat'l, CA, PADD5 Posted Price / Gallon	Fuel Surcharge (In Cents Per Mile)
\$ - to \$1.050	Base	\$ 2.806 to \$2.850	\$ 0.40
\$ 1.051 to \$1.095	\$ 0.01	\$ 2.851 to \$2.895	\$ 0.41
\$ 1.096 to \$1.140	\$ 0.02	\$ 2.896 to \$2.940	\$ 0.42
\$ 1.141 to \$1.185	\$ 0.03	\$ 2.941 to \$2.985	\$ 0.43
\$ 1.186 to \$1.230	\$ 0.04	\$ 2.986 to \$3.030	\$ 0.44
\$ 1.231 to \$1.275	\$ 0.05	\$ 3.031 to \$3.075	\$ 0.45
\$ 1.276 to \$1.320	\$ 0.06	\$ 3.076 to \$3.120	\$ 0.46
\$ 1.321 to \$1.365	\$ 0.07	\$ 3.121 to \$3.165	\$ 0.47
\$ 1.366 to \$1.410	\$ 0.08	\$ 3.166 to \$3.210	\$ 0.48
\$ 1.411 to \$1.455	\$ 0.09	\$ 3.211 to \$3.255	\$ 0.49
\$ 1.456 to \$1.500	\$ 0.10	\$ 3.256 to \$3.300	\$ 0.50
\$ 1.501 to \$1.545	\$ 0.11	\$ 3.301 to \$3.345	\$ 0.51
\$ 1.546 to \$1.590	\$ 0.12	\$ 3.346 to \$3.390	\$ 0.52
\$ 1.591 to \$1.635	\$ 0.13	\$ 3.391 to \$3.435	\$ 0.53
\$ 1.636 to \$1.680	\$ 0.14	\$ 3.436 to \$3.480	\$ 0.54
\$ 1.681 to \$1.725	\$ 0.15	\$ 3.481 to \$3.525	\$ 0.55
\$ 1.726 to \$1.770	\$ 0.16	\$ 3.526 to \$3.570	\$ 0.56
\$ 1.771 to \$1.815	\$ 0.17	\$ 3.571 to \$3.615	\$ 0.57
\$ 1.816 to \$1.860	\$ 0.18	\$ 3.616 to \$3.660	\$ 0.58
\$ 1.861 to \$1.905	\$ 0.19	\$ 3.661 to \$3.705	\$ 0.59
\$ 1.906 to \$1.950	\$ 0.20	\$ 3.706 to \$3.750	\$ 0.60
\$ 1.951 to \$1.995	\$ 0.21	\$ 3.751 to \$3.795	\$ 0.61
\$ 1.996 to \$2.040	\$ 0.22	\$ 3.796 to \$3.840	\$ 0.62
\$ 2.041 to \$2.085	\$ 0.23	\$ 3.841 to \$3.885	\$ 0.63
\$ 2.086 to \$2.130	\$ 0.24	\$ 3.886 to \$3.930	\$ 0.64
\$ 2.131 to \$2.175	\$ 0.25	\$ 3.931 to \$3.975	\$ 0.65
\$ 2.176 to \$2.220	\$ 0.26	\$ 3.976 to \$4.020	\$ 0.66
\$ 2.221 to \$2.265	\$ 0.27	\$ 4.021 to \$4.065	\$ 0.67
\$ 2.266 to \$2.310	\$ 0.28	\$ 4.066 to \$4.110	\$ 0.68
\$ 2.311 to \$2.355	\$ 0.29	\$ 4.111 to \$4.155	\$ 0.69
\$ 2.356 to \$2.400	\$ 0.30	\$ 4.156 to \$4.200	\$ 0.70
\$ 2.401 to \$2.445	\$ 0.31	\$ 4.201 to \$4.245	\$ 0.71
\$ 2.446 to \$2.490	\$ 0.32	\$ 4.246 to \$4.290	\$ 0.72
\$ 2.491 to \$2.535	\$ 0.33	\$ 4.291 to \$4.335	\$ 0.73
\$ 2.536 to \$2.580	\$ 0.34	\$ 4.336 to \$4.380	\$ 0.74
\$ 2.581 to \$2.625	\$ 0.35	\$ 4.381 to \$4.425	\$ 0.75
\$ 2.626 to \$2.670	\$ 0.36	\$ 4.426 to \$4.470	\$ 0.76
\$ 2.671 to \$2.715	\$ 0.37	\$ 4.471 to \$4.515	\$ 0.77
\$ 2.716 to \$2.760	\$ 0.38	\$ 4.516 to \$4.560	\$ 0.78
\$ 2.761 to \$2.805	\$ 0.39	greater than \$ 4.561	SEE NOTES

Notes:
 *For fuel prices in excess of \$4.561 per gallon, add one cent per mile for each \$0.045 cent/gallon increase in fuel price.
 *Fuel Surcharge for Outbound California loads will be calculated based on the DOE reported CA average diesel price.
 *Fuel Surcharge for Outbound WA, OR, NV, and AZ loads will be calculated based on the DOE reported PADD 5 average diesel price.
 *If any Monday is a Federal Holiday, then the DOE index will be announced on the next business day and a revised surcharge issued on the following day.
 *This Fuel Surcharge Agreement applies to Solo, Team & Truck/Rail (TOFC) Services
 *You may obtain the latest DOE index price by calling (202) 586-4966 or on the internet at www.eia.doe.gov.

EXHIBIT A
ACCESSORIAL CHARGES SUMMARY

SERVICE	CHARGE	PRICING CODE	TARIFF REFERENCE
Appointment Charge	Pickups, stop-offs, or deliveries scheduled between 10:00 am and 6:00 pm, \$150		3.1
Credit Terms	15 Days Due Upon Receipt, 2% Late Fee		4.0
Bobtail	\$250.00		3.32
Border Crossing Fee	Canada \$175.00; Mexico \$100.00	BC	3.3
C.O.D. Charge	\$325.00	CD	3.4
Continuous Surveillance	Actual cost, plus 20%		3.5
Deadhead Reposition Charge	\$2.15 per mile, plus fuel surcharge		3.6
Detention With Power	2 hrs free time; \$100.00 per hour thereafter	DC	3.7
Detention Without Power	24 hrs free time; \$75.00 per 24 hr period thereafter	ST	3.8
Disposal of Dunnage	Actual cost, plus 20%		3.9
Driver Load/ Unload Each Service	\$200.00, plus applicable detention charges	LD / UL	3.10
Equipment Ordered and Not Used	\$400.00 solo; \$800.00 Team; plus \$2.15 per mile		3.11
Ferry Charge	Actual Charge		3.12
Fuel Surcharge	See FSC Schedule		6.0
Hazmat Charge	\$250.00 per load	HZ	3.13
Hazmat Delay Charge	\$650.00 per each 24hr period		3.13
Hazmat Out of Route Miles Charge	\$2.15 per mile plus applicable fuel surcharge		3.13
High Value Storage	\$300.00 per day		3.29
Holiday Pickup & Delivery	\$200.00 Holidays		3.14
Impractical Operations	\$2.15 per mile		3.15
In Bond Charges	\$500.00		3.16
Load Straps	\$20.00 per strap		3.17
Lumper Charge	Actual Charge plus 20%	LP	3.10
Mileage Guide	Current Version of ALK/PC Miler Practical Miles W/53 FT RTG		1.3
Minimum Charge	\$675.00 plus applicable fuel surcharge	MN	3.18
Mis-Use of Equipment	\$650.00 per trailer per day		3.19

EXHIBIT A
ACCESSORIAL CHARGES SUMMARY (Continued)

SERVICE	CHARGE	PRICING CODE	TARIFF REFERENCE
New York Congestion Charge (Zips: 100,101,103,104, 107,108,110-119)	\$600.00	CG	3.20
Out of Route Miles	\$2.15 per mile		3.21
Overnight/Weekend Layover 5PM to 8AM Weekdays 5PM Friday to 8 AM Monday	\$650.00 Solo; \$1,200.00 Team \$1,300.00 Solo; \$2,400.00 Team		3.22
Pallet Charge	\$400.00 per load		3.23
Proof of Delivery	\$25.00 per scanned copy		3.25
Protect from Freeze	\$150.00		3.26
Rail Storage	\$150.00/day (begins 24hrs after notification)		3.27
Rebilling	\$25.00 per occurrence		4.6
Reconsignment Charges	\$175.00 plus the greater of:(1) \$2.15rpm or (2) the published rate per mile	RC	3.30
Redelivery Charge	\$250.00 per shipment plus \$2.15 per mile		3.28
Reweighing	\$75.00 per occurrence plus \$2.15 per mile out of route mileage		3.29
Stops-In-Transit: 1st 2nd 3rd 4th and beyond	\$125.00 plus applicable detention charges \$225.00 plus applicable detention charges \$350.00 plus applicable detention charges \$500.00 plus applicable detention charges	SP	3.31
Storage	\$50 per day, plus applicable per diem and drayage, in addition to other charges		3.32
Tanker Endorsement	\$125 per shipment if tanker endorsement required; EONU applies if driver must be replaced with tanker endorsed driver		3.31
Team Upcharge	\$0.30 per mile		3.34
Toll Charge	Actual Charge plus 20%	TL	3.35
Trailer Pool Charge Under-Utilized trailer per 7 days Unauthorized removal charge	\$100.00 \$2.15 per mile plus \$50.00 per 7 days		3.36
Trailer Repositioning Charge	\$2.15 per mile plus fuel		3.37
Weight Fine	120% of weight ticket; plus \$2.15 per mile		3.38

EXHIBIT B

SPLIT CODE DEFINITIONS BY ZIP CODE PREFIX

SPLIT CODE DEFINITIONS ARE CURRENT AS OF THE EFFECTIVE DATE OF THIS TARIFF, PROVIDED, HOWEVER, THAT TTMS RESERVES THE RIGHT TO AMEND, ADD, AND/OR DISCONTINUE ANY OF THE SPLIT CODE DEFINITIONS SET FORTH HEREIN, WITHOUT NOTICE.

<u>PRICING ZONE</u>	<u>STATE ABBREVIATION</u>	<u>ZIP CODE RANGE</u>
Alabama North	AL-N	350-352,355-359,362
Alabama South	AL-S	353,354,360,361,363-369
Arkansas	AR	ALL
Arizona North	AZ-N	859,860,863-865
Arizona South	AZ-S	850,852,853,855-857
California Central	CA-C	930-939
California North	CA-N	940-961
California South	CA-S	900-929
Colorado East	CO-E	800-810
Colorado West	CO-W	811-816
Connecticut	CT	ALL
Delaware	DE	ALL
Florida Central	FL-C	327-329,335-338,346-347
Florida North	FL-N	320-323,326,344
Florida South	FL-S	330-334,339-342,349
Florida West	FL-W	324-325
Georgia North	GA-N	300-312,318,319,399
Georgia South	GA-S	313-317, 398
Iowa East	IA-E	504,506,507,520-528
Iowa West	IA-W	500-503,505,508-516
Idaho	ID	ALL
Illinois North	IL-N	600-619
Illinois South	IL-S	620-629
Indiana North	IN-N	463-469,479
Indianan South	IN-S	460-462,470-478
Kansas East	KS-E	660-674
Kansas West	KS-W	675-679
Kentucky	KY	ALL
Louisiana North	LA-N	710-714
Louisiana South	LA-S	700,701,703-708
Massachusetts	MA	ALL
Maryland & District of Columbia	MD & DC	ALL
Maine	ME	ALL
Michigan East	MI-E	480-485
Michigan North	MI-N	486,487,496-499
Michigan West	MI-W	488-495
Minnesota East	MN-E	550,551,553-555,559,560
Minnesota West	MN-W	556-558,561-567
Missouri East	MO-E	630-639,650-652,654,655

EXHIBIT B
SPLIT CODE DEFINITIONS BY ZIP CODE PREFIX – CONTINUED

<u>PRICING ZONE</u>	<u>STATE ABBREVIATION</u>	<u>ZIP CODE RANGE</u>
Missouri West	MO-W	640-648,653,656-658
Mississippi	MS	ALL
Montana	MT	ALL
North Carolina East	NC-E	278,279,284,285
North Carolina West	NC-W	270-277,280-283,286-289
North Dakota East	ND-E	580-582
North Dakota West	ND-W	583-588
Nebraska East	NE-E	680-687
Nebraska West	NE-W	688-693
New Hampshire	NH	ALL
New Jersey	NJ	ALL
New Mexico	NM	ALL
Nevada North	NV-N	893-895,897,898
Nevada South	NV-S	889-891
New York East	NY-E	120-139
New York Island	NY-I	090-119
New York West	NY-W	140-149
Ohio North	OH-N	433-436,438-449,458
Ohio South	OH-S	430-432,437,450-457
Oklahoma	OK	ALL
Oregon East	OR-E	976-979
Oregon West	OR-W	970-975
Pennsylvania East	PA-E	170-176,179-196
Pennsylvania West	PA-W	150-169,177,178
Rhode Island	RI	ALL
South Carolina	SC	ALL
South Dakota East	SD-E	570-573
South Dakota West	SD-W	574-577
Tennessee East	TN-E	370-374,376-379,384,385
Tennessee West	TN-W	375,380-383
Texas Central	TX-C	733,779,781,782,786,787,789
Texas East	TX-E	750-767,770-778
Texas El Paso	TX-EL	798,799,885
Texas Laredo	TX-L	780,783-785,788
Texas West	TX-W	768,769,790-797
Utah North	UT-N	840-844,846
Utah South	UT-S	845,847
Virginia	VA	ALL
Vermont	VT	ALL
Washington East	WA-E	988-994

EXHIBIT B
SPLIT CODE DEFINITIONS BY ZIP CODE PREFIX – CONTINUED

<u>PRICING ZONE</u>	<u>STATE ABBREVIATION</u>	<u>ZIP CODE RANGE</u>
Washington West	WA-W	980-987
Wisconsin East	WI-E	530-537,539,541-543,549
Wisconsin West	WI-W	538,540,544-548
West Virginia	WV	ALL
Wyoming	WY	ALL

CANADA

Alberta	AB	ALL
British Columbia	BC	ALL
Manitoba	MB	ALL
New Brunswick	NS	ALL
Nova Scotia	NB	ALL
Ontario	ON	ALL
Quebec	PQ	ALL
Saskatchewan	SK	ALL

MEXICO

Aguascalientes	AG	ALL
Baja	BJ	ALL
Chiapas	CH	ALL
Colima	CL	ALL
Coahuila	CU	ALL
Distro Federal	DF	ALL
Durango	DG	ALL
Estada de Mexico	EM	ALL
Guadalajara	GJ	ALL
Guerrero	GR	ALL
Hidalgo	HG	ALL
Jalisco	JA	ALL
Michoacan de Ocampo	MH	ALL
Morelos	MR	ALL
Nuevo Leon	NL	ALL
Oaxaca	OA	ALL
Puebla	PU	ALL
Queretaro Arteaga	QA	ALL
Quintana Roo	QR	ALL
Sinaloa	SI	ALL
San Luis Potosi	SL	ALL
Sonora	SO	ALL
Tabasco	TA	ALL

EXHIBIT B
SPLIT CODE DEFINITIONS BY ZIP CODE PREFIX - CONTINUED

<u>PRICING ZONE</u>	<u>STATE ABBREVIATION</u>	<u>ZIP CODE RANGE</u>
Tlaxcala	TL	ALL
Tamaulipas	TM	ALL
Veracruz	VL	ALL
Yucatan	YC	ALL
Zacatecas	ZT	ALL



EXHIBIT C-RATE MATRICES

Available upon request from the TTMS Pricing Department at pricing@totalms.com

