

Rules Tariff 105
TP Freight Lines & L.C. Hall's Truck Lines

*General Rules

*General Terms and Descriptions

*Rules Governing Rating of Shipments

*Rules Governing Charges for Shipments

Issued by

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Section 100 – General Rules

103. Application of Tariff

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the operating rights as set forth below.

1. TP Freight Lines: Interstate MC 37563 - Common and contract carrier of property (except Household Goods) in Interstate or Freight Commerce, DOT Registration # 26804
2. L.C. Hall's Truck Lines: Interstate MC 40003 – Common Carrier of property (except Household Goods) in Interstate or Freight Commerce; DOT 113803
3. Intrastate Oregon and Washington General Commodities
4. TILL/HATL 105 supersedes and make void any provisions of Pacific Inland Tariff Bureau's PIN 105 (Rules Tariff) as they apply to TP Freight Lines or L.C. Hall's Truck Lines.

All rules apply individually to TP Freight Lines and/or L.C. Hall's Truck Lines or to shipments between the two carriers.

106. Governing Publications

Base Rates. TP Freight Lines / L. C. Hall's Truck Lines 500,
Pacific Inland Tariff Bureau 500
Southern Motor Carriers Czar-Lite (incorporates PITB 500)
Division of Revenue: Rocky Mountain D83 Classification.
National Motor Freight Classification NMFC-100 Hazardous Materials.
American Trucking Association 111
Towns & Zip Codes. USPS National Five Digit Zip Code & Post Office Directory;
Canadian Post Office Directory

109. References to Other Publications

Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.

When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.

112. Definitions

- (1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (2) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefore.

- (3) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (4) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (5) The term "Regular Working Day" shall mean any eight-hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (6) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (7) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (8) The term "Stop Charge" shall mean one delivery or pickup as defined above, which is a part of a multiple stop shipment.
- (9) The term "Portland Commercial Zone", as used herein, means any territory included in the incorporated city limits of Portland, Oregon, and any point within the following zip codes. 97005-008, 97015, 97024, 97027, 97030, 97034-35, 97045, 97062, 97060, 97068, 97070, 97077-78, 97080, 97113, 97123-24, 97140, 98607, 97660-68, 98671, and 98680-84. (10)
- (10) Delivery terms shall be defined as follows.
 SAME DAY delivery shall mean delivery within the same working day. Pickup must be ordered by 10 a.m. on that day.
 NEXT DAY means next working day, i.e. If a shipment is picked up on Monday, delivery will be made by 5 p.m. on Tuesday. If a shipment is picked up on Friday, delivery will be made by 5 p.m. on Monday.
 If a shipment is picked up on the day before a holiday, delivery will be made by 5 p.m. the day after the holiday.
 SECOND WORKING DAY means delivery on the second working day after pickup, i.e. if a shipment is picked up on a Tuesday, delivery will be made by 5 p.m. on Thursday.
- (11) §LIMITED SERVICE means delivery at Carrier's discretion to any place or point which TP Freight Lines and/or L.C. Hall's Truck Lines has designated as Limited Service.
- (12) The term "Holiday" as used herein is defined as.
 New Year's Day - Jan. 1
 Memorial Day - The last Monday in May
 Independence Day - July 4
 Labor Day - The first Monday in September
 Thanksgiving Day - The 4th Thursday in November & Day after Thanksgiving Day
 Christmas Eve - Dec. 24
 Christmas Day - Dec. 25

When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday. When a holiday referring hereto falls on a Saturday, the previous Friday will be treated as the holiday. Accessorial services performed on holidays are at 150% of the charges named herein. If Christmas Day falls on a Monday, Tuesday will be taken as a substitute for the Christmas Eve holiday. Also see Item 633 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

- (13) The term "LTL" means "less than truckload" and may be applied to any single shipment with a gross weight of less than 20,000 pounds.
- (14) The term "TL" means a single truckload and may be applied to any single shipment with a gross weight equal to or more than 20,000 pounds.
- (15) The term "Surcharge" means a surcharge in addition to any rate published for a customer. The Surcharge shall be applied as a percentage of the net rate for a particular shipment.
- (16) The term "Residential Delivery" shall apply to any shipment picked up at or delivered to a building that is not in the normally accepted business portion of a city, town or community. Businesses operated from a home shall be considered "residential deliveries." It will be

delivered on the ground to doorstep or garage portal. Any product will be left in carton. Freight cannot be moved up or down stairs, other than the normal one or two steps up/down to the residential door or porch. If freight is of a size or weight that prevents movement up the one or two steps, the freight must be left at the portal of a garage.

- (17) Inside pickup and/or delivery: There will be additional charges on any delivery made to the inside of a residence or business or to shipments which must be altered to be delivered inside. Residential inside service requires a two-person delivery status. Business inside delivery must be arranged in advance and does not necessarily require a two-person delivery. Any two-person deliveries must be booked in advance. Generally, product is left in the carton. However, if the delivery requires unpacking and removal of debris, there shall be an extra charge (See section 603.).
- (18) White Glove: Delivered to specific room location inside the residence or business. This is always a two-person delivery. Product is removed from carton and packaging removed from premises at an additional charge. Some setup and light assembly* of product may be included.
- (19) Enhanced Service: In-Home delivery of televisions to room of choice, unpack, plug in, test for power (blue screen only), assembly of base to TV. Includes unpacking and debris removal. Always a two-person delivery.
Light assembly should not extend more than 15 minutes. Examples of light assembly may include:
1. Attaching a mirror to a dresser using provided brackets and screws
 2. Place shelves in a book case
 3. Attaching bed rails
 4. Bed frame assembly
 5. Attaching legs to a table
 6. Attaching a TV base
 7. Plugging a TV into power to make sure it powers up.
- Light assembly does not include
1. Constructing a unit from individual pieces such as ready-to-assemble furniture or assembly of dining chairs.
 2. Construction or assembly of sporting goods like weight sets, elliptical machines or game tables.
 3. Plugging electronic equipment into other pieces of electronic equipment and/or into antennas to make sure they work together.
 4. Any activity that would take more than 15 minutes.
- (20) Two-Person Delivery: Whenever two persons (including driver_ shall be required for a delivery, a flat fee for such service shall be levied in addition to any other freight or accessorial charges. This charge includes up to two hours for each person. See Section 603 for fees.
- (21) Unwrapping, uncrating and removal of packaging means removing any materials that are not part of the freight, from freight, as well as removal of said materials and proper disposal of said materials.
- (22) The term "STC" shall mean any shipment or shipments for which it is impossible to count the pieces, determine the ingredients or in any other way measure the actual commodity or amount of said commodity. For example, a shipment description may read "1 pallet STC 155 pieces." Carrier shall sign for one pallet and shall not be responsible for accuracy of piece count.
- (23) The term "Capacity Load" shall mean any shipment which complete fills on van or flatbed trailer.

115. Method of Canceling Original and Revised Pages

When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number. Examples. "First Revised Page 1" will have the effect of canceling Original Page 1; "4th Revised Page 2" will have the effect of canceling 3rd Revised Page 2 and also 2nd Revised Page 2 as well as any earlier version of Page 2.

EXCEPTION. This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision

118. Explanation and Use of Colon

Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.

121. Disposition of Fractions

1. When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.
2. When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound.
3. When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period.
4. When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows.
 - A. Fractions of less than one-half ($\frac{1}{2}$) cent will be dropped.
 - B. Fractions of one-half ($\frac{1}{2}$) cent or greater will be increased to the next whole cent.

124. Explanation of Abbreviations Used in Tariffs

AFB	Air Force Base
AKA	Also Known As
Alt.	Alternate
APO	Army or Air Force Post Office
Bbl(s)	Barrel(s)
C	Hundred Pounds
C.O.D.	Collect on Delivery
CDW	Cubic Dimensional Weight or Dimensional Weight
Chg(s)	Charge(s)
Conc.	Concluded
Cont.	Continued
CWT	CentsHundred-Weight / Cents per 100 Pounds
D/B/A	Doing Business As
C.O.D.	Freight Charges Collect on Delivery
FF	Folded Flat
FPO	Fleet (Naval) Post Office
Gr.	Group Hwy. or Highway
ICC	Interstate Commerce Commission
IH	Interstate Highway
Incl.	Inclusive
ISH	Idaho State Highway

Jct.	Junction
LBS.	Pounds, also lbs.
LCL	Less Than Container Load
LTL	Less Than Truck Load
M.	Thousand Pounds
MAX.	Maximum
MC#.	STB Motor Carrier Number
MIN.	Minimum
NMFC	National Motor Freight Classification
NOI	Not Otherwise Indicated in This Tariff
NOS	Not Otherwise Specified in This Tariff
NZ	Non Zip Code Point
OAR	Oregon Administrative Rules
ORS	Oregon Statute / Law
POD	Proof of Delivery
PUCO	Public Utility Commission of Oregon
REV.	Revision
RS or L	Other Articles Rated Same or Lower
SCAC	Standard Carrier Alpha Code
SL&C	Shipper's Load and Count
STB	Surface Transportation Board of the US DOT
STC	Said To Contain
TL	Truckload
US DOT	United States Department Of Transportation
Viz.	Namely
KD	Knocked Down
Vol.	Volume
KDF	Knocked Down Flat
WT or Wgt.	Weight
?	Reduction
*	Increase
§	Addition
Same Issued Date as Original Title Page	
<	Less Than
<=	Less Than or Equal to
?	Denotes changes in wording which result in neither increases nor reductions in charges
*	Revised Section
n	Page without substantive change.
	Same Effective Date as Original Title Page
>	Greater Than
>=	Greater Than or Equal to

127. Bill of Lading, General

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping

document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.

Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

Please also see Section 130 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

130. Bill of Lading, Contract Terms and Conditions

Sec. 1. (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay which results. when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with reasonable dispatch. In the case of physical necessity, the carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.

(a) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(b) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(c) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of

insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to deliver the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides secure storage.

Sec 5. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier's bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

Sec. 8. If the carrier's bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of the carrier's bill of lading as fully as if the same were written on or made in connection with the carrier's bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.

133. Claims and Overcharges

As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows.

1. Such claims must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.
 2. Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.
 3. Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.
4. Suits for overcharges shall be instituted against any carrier no later than 18 months from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
5. Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than 18 months from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid.
6. Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid.
7. Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business.
8. All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business.

This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier.

Also Refer to Section 127 and 130 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

136. Limits of Liability

The carrier's rates are predicated upon the Limitation of Liability stated herein, effective June 1, 2015. Rates that are predicated on carrier's governing rules shall be subject to a maximum released value of \$10.00 per pound per article and a maximum of \$100,000.00 per truckload. No other released value limitations of the rules tariff shall apply.

All items carried under FAK rates, pallet rates, small shipment charges, net rates, or any other non-discounted rate established without regard to proper NMFC classification shall be limited to \$2.50 per pound per article. If actual value of items is less than aforementioned maximums, the actual value will be used for claims purposes.

Shippers desiring to declare a value greater than that stated here must negotiate with the carrier such higher rate(s) as may provide the desired protection prior to the carrier's receipt of goods.

Carrier reserves the right to establish liability on a specific basis with any shipper, consignee or debtor through the issuance of a pricing document or tariff specific to that shipper, consignee or debtor.

139. Released Value: Used Articles

Commodities defined by carrier as used or other than new will be accepted for transportation only when released to a value no exceeding 10 cents per pound. Such released value must be entered on the Bill of Lading in the following form: "The released value of the property is hereby specifically stated by the shipper not to be exceeding 10 cents per pound." If the shipper fails or declines to execute above statement or designates a value exceeding 10 cents per pound, such shipment shall not be accepted for transportation. If such a shipment is inadvertently accepted, the carrier's liability will not exceed 10 cents per pound for that part of a shipment lost or damaged (not necessarily the entire shipment) subject to a maximum liability of \$2,000 per shipment. No excess liability coverage provisions shall apply. In no case will carrier be liable for failure of mechanical function(s) or operation of commodities. Carrier's liability shall not exceed the actual value of goods lost or damaged in transit.

Failure of the shipper to declare that a commodity is "used" shall not alter the application of this item. Carrier may define articles as used under this rule at its discretion. Upon proof otherwise to the satisfaction of the carrier, liability limit will be reconsidered.

140. Released Value: Reconditioned or Refurbished Articles

Commodities defined by carrier as "reconditioned" or "refurbished" will be accepted for transportation only when released to a value no exceeding \$1.00 per pound.

Such released value must be entered on the Bill of Lading in the following form: "The released value of the property is hereby specifically stated by the shipper not to be exceeding \$1.00 per pound." If the shipper fails or declines to execute above statement or designates a value exceeding \$1.00 per pound for "reconditioned" or "refurbished" items such shipment shall not be accepted for transportation. If such a shipment is inadvertently accepted, the carrier's liability will not exceed \$1.00 per pound for that part of a shipment lost or damaged (not necessarily the entire shipment) subject to a maximum liability of \$2,000 per shipment. No excess liability coverage provisions shall apply. In no case will carrier be liable for failure of mechanical function(s) or operation of commodities. Carrier's liability shall not exceed the actual value of goods lost or damaged in transit.

Failure of the shipper to declare that a commodity is "used," shall not alter the application of this item. Carrier may define articles as used under this rule at its discretion. Upon proof otherwise to the satisfaction of the carrier, liability limit will be reconsidered.

142. Freight liable to damage or freight or equipment

Carrier is not obligated to receive freight liable to permeate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

****144. Unclaimed or abandoned Freight - Notice and Disposition of Property***

Definition: Unclaimed/abandoned freight - Freight that has not been accepted or claimed by the consignee and for which no disposition instructions have been provided by the owner.

Notice and disposition of property - When carrier tenders freight at a consignee's place of business and such freight is refused or consignee is unable to accept delivery for any reason, such freight shall be deemed unclaimed/abandoned freight. For shipments where carrier has been directed to hold freight at its dock for pick-up by consignee or other party and such freight is not picked-up within 15 days of such direction, it shall be deemed unclaimed/abandoned freight, regardless of whether or not carrier has issued a "Legal Notice of Undelivered Freight." It is presumed that if the carrier is directed to hold freight for

pick-up, the shipper/consignee giving such direction is aware of these provisions. Freight shall also be deemed unclaimed/abandoned whenever carrier cannot deliver the freight because it cannot locate the consignee or because of any errors or omissions on the part of the shipper. Carrier shall have a lien on all unclaimed or abandoned freight for all freight charges and storage and handling incurred and may sell or dispose of such property in order to satisfy or partially satisfy its lien. The following provisions apply:

- a. Arrival Notice: Except as otherwise provided here, the carrier will promptly notify consignee of the arrival of shipments.
- b. Non-Perishable Freight: Upon notification of arrival, if a shipment containing non-perishable property is unclaimed and delivery cannot be effect, the carrier will so notify the shipper and consignee, by mail, at the address shown on the Bill of Lading. Upon written instructions from the shipper, the carrier will return the shipment to the shipper, forward or re-consign it under a new Bill of Lading, or otherwise dispose of it, all at the shipper's expenses. If no such instructions are received within 15 days after the day of mailing such notice, the carrier will dispose of it, all at the shipper's expenses.
- c. Perishable freight: When a perishable shipment is delayed in the possession of the carrier, or unclaimed, refused, or threatened with deterioration, carrier shall have the right to immediately take such action as it deems reasonably necessary for the protection of all parties interest, including rerouting the shipment by other means of transportation or disposal of shipment, at a public or private sale or disposal, absent instructions of shipper to the contrary, without further notice to the shipper or consignee and with no further liability to carrier.
- d. Shipper & Consignee Remain Liable: No sale or disposal pursuant to this rule shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency. In all cases, Shipper and Consignee are responsible for all freight and storage charges regardless of freight disposition.

See section 148 for additional requirements involving food shipments.

****146. Hazardous Materials shipments, Handling of Damaged***

Whenever a shipment considered as Hazardous Material is damaged en route, TP Freight Lines / L.C. Hall's Truck Lines reserves the right to stop the shipment at that point and dispose of the damaged hazardous materials in whatever manner is safe and in compliance with all federal state and local regulations. TP Freight Lines / L.C. Hall's Truck Lines will notify the shipper and the consignee as soon as possible. TP Freight Lines / L.C. Hall's Truck Lines reserves the right to refuse to accept Hazardous Materials shipments which are damaged in any manner.

148. Foodstuffs for both human and animal consumption

TP Freight Lines / L.C. Hall's Truck Lines (COMPANY) will protect foodstuffs for human and animal consumption (hereafter known as FOOD) in compliance with federal rules. These will include, but are not limited to:

- Prevent contamination of ready to eat food from touching raw food.
- Protection of food from contamination by non-food items in the same or previous loads.
- Protection of food from cross-contact, i.e. the unintentional incorporation of a food allergen.
- COMPANY does not provide temperature controls as part of its provision of equipment, unless such provision is part of a written contract with the shipper

Shippers must notify in writing in advance of All FOOD shipments.

Shippers must provide handling instructions with each shipment related to temperature conditions, trailer conditions, segregation of cargo, type of FOOD and any other requirements, including any not listed in this tariff. Failure to provide instructions WITH the shipment absolves COMPANY with any

legal or other responsibility for damage to the shipment.

When temperature controls are required, shippers must provide cool boxes, protective wrap or other devices when temperature-controlled FOOD is shipped. Shippers must provide adequate protection so that the temperature protective devices will protect the FOOD.

Failure to comply with said written instructions, in and of itself, is not grounds for a freight claim. Technical non-compliance with instructions, in the absence of proof of actual contamination, is not sufficient for the shipper or consignee to reject the shipment as a total loss.

COMPANY does not provide indemnity for any damage caused by COMPANY compliance with written instructions included with the shipment or the customer's failure to provide such instructions.

There is a limited liability of \$2.50 per pound on any foodstuffs.

If non-covered commodities are shipped, COMPANY does not agree to meet the guidelines and procedures listed in either the written instructions provided with the shipment, or with any regulatory requirements. For example, FOOD completely enclosed by a container, except for FOOD that requires temperature controls for safety, is not covered by the federal rules.

If there is a claim for damage or adulteration of FOOD, a joint inspection is required with a qualified individual as part of the claim process.

Section 200 – General Terms and Conditions

203. Payment and Collection of Charges

1. Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within 15 days from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within 30 days from the date on the carrier's invoice.
2. All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of \$60.00 per check so rejected.
3. The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
4. If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and regardless of whether legal proceedings are instituted. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
5. This shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.

206. Shipments carried in conjunction with other entities

All pricing established by TP Freight Lines and L.C. Hall's Truck Lines is valid only to/from cities and areas directly served by TILL/HATL. A list of those points is contained in TILL/HATL 205 and is subject to change without additional notice.

On shipments inbound to the TILL/HATL system, pricing established by the connecting carrier (commonly called an interline carrier) will prevail unless there is an agreement in writing between TILL/HATL and the interline carrier and/or between the shipper/consignee and the interline carrier. In such cases, the rates and pricing listed in the written agreement will prevail. When this condition exists, it must be noted on the specific pricing agreement issued to the debtor.

On shipments outbound from the TILL/HATL system, the TILL/HATL pricing will be applied only IF the connecting carrier agrees, either verbally or in writing through a concurrence. When this condition exists, it shall be noted on the specific pricing agreement issued to the debtor. Otherwise, on a case by case basis, TILL/HATL will request from the interline carrier the best possible pricing. The interline carrier's rates and pricing will prevail in case of a difference.

209. Payment of Freight Charges

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

See Item 203 of this Tariff, Payment and Collection of Charges for additional conditions applicable.

212. Summary Invoices

At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.

215. Collect on Delivery Rules & Procedures

The letters "C.O.D." must be stamped, typed or written on all bills of lading and shipping orders in RED letters at least 1 inch in height and ¼ inch thickness of stroke. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.

*Unless the phrase "COMPANY CHECK OK" appears on a bill of lading and/or shipping orders, the carrier will accept only CASH OR CERTIFIED CHECK from the consignee to the order of the shipper in payment of C.O.D.'s.

Carrier will accept NO responsibility for the validity any company checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.

****218. Proof of Delivery & Extra Labor for Tracking & Billing***

The carrier will provide one Proof of Delivery on a shipment per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of \$20.00 per Proof of Delivery (POD) request.

TP Freight Lines & L.C. Hall's Freight Lines reserves the right to levy additional charges for extra work involved in obtaining paperwork or supplying paperwork to the debtor/shipper. Examples are obtaining proper certification of known shippers and other requirements of the Transportation Safety Administration, multiple copies of Bills of Lading and/or Delivery Receipts requested by the shipper/debtor and filling out certifications involved in such deliveries as White Glove, Two-Person Deliveries and calling shippers/debtors and/or entering delivery and related information of a shippers or debtors web site.

221. Delivery at Destination Without Receipt

When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.

If a consignee leaves a note giving permission to leave a shipment without a signature, retention of a copy of that note in carrier's files shall be considered the same as a signed and approved Delivery Receipt.

224. Pickup and/or Delivery Limits

Except as otherwise provided, rates published in all TP Freight Lines and/or L.C. Hall's Truck Lines tariffs included pickup and/or delivery service as follows.

(Subject to notes 1 through 4)

1. Incorporated Municipalities. Within a two (2) mile radius of the corporate city limits.
2. Unincorporated Communities. Within one mile of either the Post Office, highway, road, or street over which the carrier operates through such communities.

Note 1. Distance shall be computed via the shortest route over which carrier is authorized calculated using odometer miles.

Note 2. Rates named in the carrier's Tariffs include pickup or delivery on both sides of road boundaries defining pickup and delivery limits.

Note 3. Named points will be considered unincorporated municipalities for the application of this item.

Note 4. Limits as noted in paragraphs 1 & 2 above will NOT extend beyond the same zip codes.

227. Charges for deliveries beyond limits of Item 224

To effect deliveries to points beyond the delivery limits as outlined in Item 224, Carrier and Shipper and/or

Consignee may agree to meet at a mutually acceptable point within the limits to transfer any shipments. If pickup or delivery beyond limits listed in Item 224 must be accomplished, Carrier reserves the right to surcharge such pickups or deliveries. Carrier shall maintain a schedule of such additional charge zip codes and make the list available to impacted shippers/debtors.

Section 400 – Rules Governing Rating of Shipments

403. Absorption of Port, Railhead and Other Charges and Advancing Charges

The carrier will not absorb Port or Rail Head of Yard charges of any sort or other accessorial charges or labor costs. When not addressed elsewhere in this publication, 110% of such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available.

Such charges include, but are not limited to.

- a. Port or rail head charges.
- b. Bridge, ferry, road, tunnel and turnpike rolls or charges
- c. Transceiver "fax" fees or electronic mail access fees

406. Application of Rates –General

Except as otherwise specifically provided, rates referencing this tariff.

- (1) May be named in cents or dollars of United States Currency per unit specified;
- (2) Include one pickup and/or delivery for each shipment;
- (3) Do NOT include pickup or delivery beyond the dock/threshold of the business
- (4) Are for truck and driver ONLY;
- (5) Are named and payable in lawful money of the United States;
- (6) Do NOT include the return of pallets or dunnage;
- (7) Apply within a two (2) air mile radius of cities, towns, and other locations named;
- (8) Do NOT include traveling over unpaved roads;
- (9) Are for shipments with a maximum dimensions of.
 - A. Eight (8) feet in height from the ground to the top of the load;
 - B. 28 feet in length
 - C. 8 feet in width

Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays.

409. Capacity Loads - Overflow as a Separate Shipment

The minimum weight specified applies in connection with each vehicle used to transport the shipment. That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which cannot be loaded into said vehicle will be charged for as a separate shipment.

412. Protection from Heat or Cold

Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection ONLY when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.

415. Customs Bonds Shipments

1. When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of \$100.00 per shipment will be assessed.
2. When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.

418. Deadhead Mileage Charge

When vehicles are not available in the immediate vicinity of the point of origin of a shipment, when requested by the shipper or consignee, carrier will move the nearest available equipment meeting the shipment's requirements to the point of origin. Mileage between the location of the available equipment at time of dispatch and the shipment's point of origin will be charged for at \$2.50 per mile. This "Deadhead Mileage Charge" will be in addition to all other applicable rates and charges.

Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.

421. Detention, Demurrage, Delays, Unpaved Roads and Subsistence Charges**1. LOADING and UNLOADING**

Except as otherwise provided, rates referencing this Rules Tariff include thirty (30) minutes for loading or waiting to load and thirty (30) minutes for unloading or waiting to unload, including stops in transit to partially load or unload. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of \$20.00 per one-quarter (1/4) hour or fraction thereof with a minimum charge of \$\$70.00.

2. FERRY and GENERAL DELAY in TRANSIT

Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of one (1) hour free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry.

3. UNPAVED ROADS

This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.

4. CUSTOMS DELAYS

This same charge will apply on all delays in excess of one (1) hour when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.

***5. OVERNIGHT DRIVER SUBSISTENCE CHARGE**

When, for their sole convenience, the shipper or consignee requests that the carrier hold a driver and truck unit overnight for loading or unloading the following day at a location that precludes the driver's return to his terminal that evening, the party requesting said service will pay a driver subsistence charge in the amount of \$200.00.

424. Equipment - Use of Mechanical or Special Equipment

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary persons to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading.

427. Exclusive Use of Equipment

When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item

will be billed at the applicable maximum legal carrying capacity of the vehicle for which the request is made or which is required to transport the shipment, whichever is greater.

"EXCLUSIVE USE OF VEHICLE REQUESTED BY SHIPPER"

If Carrier determines any shipment by Shipper requires exclusive use of vehicle to the point where said equipment can not be used in the normal course of business by the Carrier, the Carrier may charge for said equipment and personnel under the Exclusive Use provisions stated above.

428. Capacity Loads

When the total charge for discounted net rates, flat net rates, pallet rates, or any other pricing, is LESS than the FAK trailer rate as defined in TILL 210, and the trailer(s) is used for no other shipment, the carrier reserves the right to charge the FAK trailer rate as a capacity load price.

430. Impracticable Operations

Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.

In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.

Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.

433. International Border Crossings

An additional charge of \$100.00 will be added to rates for the movement of cargo across international borders.

436. Mixed Shipments

Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.

***439. Multi-Story Deliveries**

For pickup or delivery made above or below the entry floor, and additional fee of \$30.00 per carry for each flight will be added. One "Flight" shall be defined as: One inside movement from one complete floor to the next floor or story; or one inside movement in which the vertical movement is more than eight (8) feet.

442. Over Dimension Freight

All over height, over length and light and bulky freight shall be subject to additional charges as outlined in Section 603.

Over height is defined as any freight in excess of eight feet high. Over length is defined as any freight in excess of 12 feet long.

Light and bulky freight is defined as any freight that has a density in pounds of less than 2.

445. Pilot or Flag Car Service, Special Highway Licenses

When the use of a pilot or flag car(s) is required in the transportation of a shipment, such car(s) and driver(s) shall be furnished by the shipper or consignee, except that, if requested by the shipper or consignee, carrier will arrange for such pilot or flag car(s) and will advance the cost to the carrier for such service, plus \$100.00 for the account of the shipper or consignee.

When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$100.00 for each license obtained will apply, in addition to the cost of the license and all other applicable charges.

448. Redelivery, Return Shipments and Storage

1. Shipments which cannot be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.
2. In the event that redelivery is subsequently accomplished, an additional charge of \$60.00 will be assessed, except that shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.
3. 24 hours after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
4. Shipments returned to the shipper will be charged for such return at an additional 75% of the outbound rate.
5. Any shipment held at the shipper's or consignee's request for more than one (1) working day, may be subjected to storage charges at rates outlined in the Accessorial Charges (603) section of this tariff.

451. Shippers Load and Count - SL&C

When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van

resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.

When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.

454. Stop Offs, Split Pickups, Split Deliveries and Diversions

1. When confirmed in writing to the carrier, Prepaid shipments NOT subject to COD collection may be stopped in transit to complete loading or to partially unload. Charges will be based on the rate on the greatest weight for any portion of the entire movement.
2. "Split Pickups" or "Split Deliveries" at more than one address within an incorporated city or town will be subject to the charges named herein.
3. "Reconsignment" or "Diversion" meaning a change in the name of consignee and/or destination of the shipment or additional movement necessary to effect delivery will also be subject to the charges named herein.
4. Charges will be assessed on the basis of the through rate from point of origin to final destination, plus a charge of \$70.00 for each stop to complete loading or to partially unload and for each re-consignment or diversion plus \$2.00 per excess mile.
"Excess Mileage" shall be defined as the mileage from point of origin to diversion point, plus the mileage from diversion point to final destination, minus the direct mileage from point of origin to final destination, computed using the carrier's "Mileage Guide" listed in Item 100 of this Rules Tariff.
5. When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 421 of this Rules Tariff.

457. Computation of Dimensional Weight

Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are stated to be assessed on the basis of Cubic Dimensional Weight - CDW, the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.

- A. The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.
- B. Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of.

Length (in inches) X Width (in Inches) X Height (in inches) / 194 = CDW

460. Lift Gate Services

Where Lift Gate service is requested in advance, either in writing on the Bill of Lading, or verbally by the debtor or debtor's designated representative, such service shall be provided for a fee as indicated in item 603. This will apply on pickups and/or deliveries. Other agreements, such as, but not limited to, contracts with interline carriers or individual pricing agreements, shall have precedent over this fee if that agreement contains language governing lift gate fees.

Lift Gate Service shall be construed to cover any mechanical means of conveying freight from a trailer or truck to the ground where a dock is not present.

Section 600 – Rules Governing Charges for Shipments

***603. Accessorial Charges**

Charges listed in these items below may be cumulative depending on services required.

ADDITIONAL DELIVERY ATTEMPTS. An additional charge of \$60.00 shall be applied when a delivery must be attempted more than once.

COD FEES. Three percent of the amount to be collected with a minimum charge of \$25.00

EXTRA LABOR. An additional charge of \$75.00 per hour, with a minimum charge of one hour, shall be applied for each additional person supplied by the Carrier to provide any extra service (s). Labor charges shall be in addition to any charges listed in Item 9 (B.) (C.) or (D.)

FORK LIFT (with operator). \$90.00 per hour.

HAZARDOUS MATERIALS: An additional charge of \$20.00 shall be collected on all shipments involving hazardous materials as defined under CFR49: Parts 171 & 173.

INSIDE PICKUP and/or DELIVERY: All pickups and/or deliveries are considered completed at the door or threshold of a residence, at the door or dock of a business, or at any location generally considered to be an accessible entrance to the building at which the delivery is being attempted.

Whenever a shipment must be moved inside a building, or if a shipment must be altered so it can be moved inside a building or delivery location, an inside delivery fee of \$47.50 shall be applied.

LIFTGATE. An additional charge of \$50.00 shall be assessed whenever a lift gate is requested in advance by a customer or when the fact that lift gate delivery is required is noted on the bill of lading. See section 460 for definition of lift gate activity.

LONG ITEMS. There will be additional charges for any item 12 feet long or longer. For items 12 feet, but less than 20 feet, there will be an additional charge of \$36.00. There will be a minimum charge of \$200.00 for any item longer than 20 feet in length. No item longer than 20 feet may be shipped without obtaining prior approval from Carrier. Carrier reserves the right to consider any item longer than 20 feet to require exclusive use of equipment required and may charge accordingly.

LIGHT and BULKY. Items considered that require a disproportionate amount of space in a trailer compared to their weight may be considered LIGHT and BULKY and there is a minimum charge of \$200.00 for such shipments.

MINIMUM CHARGE: On all shipments, a minimum charge floor of \$70.00 is established for deliveries inside the TP/ HATL direct service area unless specific exception is made for a shipper's account. Minimum charges in other areas may be higher.

RESIDENTIAL PICKUP and/or DELIVERY. An additional charge of \$45.00 shall be applied when a pick up or delivery involves a residential location.

SORTING & SEGREGATING. \$85.00 per hour or \$1.60 per minute, whichever is greater. There shall be a minimum charge of \$50.00 for all sorting & segregating that occurs outside the premises of TP Freight Lines.

STOP IN TRANSIT. \$60.00 for each stop with the last stop considered part of the overall charge.

STORAGE: Storage shall be \$30 per day starting 48 hours after on-hand notice is given.

TWO-PERSON DELIVERY: Whenever two persons (including driver) shall be required for a delivery, a flat fee of \$125.00 shall be charged. This charge includes up to two (2) hours for each person. Time in addition to the two (2) hours per person shall be \$60.00 per hour per person. If a delivery is required on a weekend day, or on a holiday, the flat charge shall be \$225.00 for up to two (2) hours per person. If additional time is required, it shall be charged at a rate of \$111.00 per hour per person.

UNWRAPPING, UNCRATING, REMOVAL OF PACKAGING. An additional charge of \$60.00 shall be applied whenever carrier is required to unwrap, uncrate, and/or remove packaging.

VERIFICATION AND/OR OTHER SERVICES. If additional services such as, but not restricted to, verification of data such as packing and shipping codes, taking of photos, measuring weight or dimensions, or any other service beyond the normal scope of services provided in day-to-day movement of freight are provided, there shall be an additional charge of \$60.00

***606. Emergency Trips**

Except as otherwise provided, charges shown include the line haul vehicle with one driver, one tractor and the specified trailer (s) and include one hour for loading or waiting to load and one hour for unloading or waiting to unload. Time in excess of one hour for either service shall be charged for at \$60.00 per hour. Time for additional labor shall be charged at \$60 per hour with a minimum of one hour.

In applying the provisions of this Pricing Guide, computation of time will commence from leaving carrier's terminal to place of loading and unloading and will cease upon returning to carrier's terminal, or the next customer location, whichever is the shorter time. Time shall be computed to the nearest one-quarter (1/4) hour.

All mileage and emergency trips shall be subject to surcharges in effect at the time of the shipment.

Round trip miles	Standard trips		Emergency trips
-	1 pup	2 pups/1 long box	1 tractor & 1 or more trailers
1-50	\$245.00	\$375.00	\$490.00
51-100	\$310.00	\$480.00	\$590.00
101-200	\$450.00	\$635.00	\$860.00
201-300	\$575.00	\$760.00	\$985.00
301-400	\$725.00	\$875.00	\$1,240.00
401-500	\$815.00	\$1,100.00	\$1,460.00
Additional miles	\$2.00 per mile	\$2.60 per mile	\$2.85 per mile

NOTE 1. Charges in this item include the use of carrier's tractor and driver and one semi trailer not exceeding 30 Feet in length only and include 30 minutes for loading or waiting to load and 30 minutes for unloading or waiting to unload. Time in excess of 30 minutes for either service shall be charged per section 421 .

NOTE 2. Charges shall apply ONLY when service is specifically requested by the shipper or consignee.
The bill of lading or freight bill must carry the following notation. "Emergency Trip Specified."
Signed Shipper/Consignee)

NOTE 3. When extra labor is required and furnished by carrier, charges for such extra labor will be as follows.

Monday through Friday :\$75.00 per hour with a minimum charge of 1 hour.

Saturday, Sunday , Holidays \$105.00 per hour with a minimum charge of 4 hours.

609. Empty Mileage at Remote Locations

When shipments are to be delivered to remote destinations, such as construction sites, hydroelectric or other power generating facilities, logging camps, mines, or other remote points where backhauls are not available, mileage between the destination point and the carrier's nearest terminal or the truck unit's next point of origin (whichever is nearer) will be charged for at \$2.00 per mile. This "Empty Mileage Charge" will be in addition to all other applicable rates and charges.

Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.

612. Extra Labor

Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item. At each location where extra labor is used, the charge therefore will be as follows.

CHARGE

PER MAN PER HOUR

OR FRACTION THEREOF MINIMUM CHARGE PER PERSON

\$75.00

1 Hour

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee. The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

615. Extra Drivers in Sleeper Cab Service

When at the request of the shipper or the consignee, the carrier furnishes an extra driver to make up a sleeper team, such extra driver will be provided at an additional charge of thirty (30¢) cents per mile, in addition to all other applicable rates and charges.

618. Marking, Tagging, Sorting or Segregating Freight

Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge as outlined in the Accessorial Charges section 603.

1. The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.
2. Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional \$150.00 per pickup or delivery.
3. Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.
4. See Item 112 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.

621. Special Charges - Bridge and Ferry Charges and Tolls

Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at carrier cost plus 10% on the freight bill. (Also see Item 300 of this Rules Tariff)

624. Surcharges

The following table lists the surcharge to be applied given the applicable West Coast Average On-highway Self-Service Diesel Price as provided by the U.S. Department of Energy. While the price is dependent on fuel prices, it is not designed to be an exclusive direct cost to cost ratio.

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and shall be subject to a weekly adjustment (effective Wednesday of each week) based on the previous Monday's fuel price. In the event the fuel price goes below 115.0 cents per gallon, the surcharge will be removed for that period.

Note 1. The DOE fuel price information is available continuously at. DOD - Diesel & Gasoline Price Hotline (202) 586-6966 or <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Basic standard for increases:

Below \$1.15 per gallon: Surcharge is removed

Between \$1.15 per gallon and \$3.70 per gallon: one half (½) cent increase for each five (5) cent increase in West Coast price of diesel.

Above \$3.70 per gallon: ½ cent increase for each eight (8) cent increase in the West Coast price of diesel.

Truckload surcharge is always 10% higher than LTL surcharge.

The chart shown below is an example. Rise and fall of prices may yield a surcharge not shown on chart.

DOE West Coast average price

At least	But Less than	LTL Surcharge	TL Surcharge		At Least	But Less than	LTL Surcharge	TL Surcharge
\$1.90	\$1.95	8.50%	18.50%		\$3.10	\$3.15	20.50%	30.50%
\$1.95	\$2.00	9.00%	19.00%		\$3.15	\$3.20	21.00%	31.00%
\$2.00	\$2.05	9.50%	19.50%		\$3.20	\$3.25	21.50%	31.50%
\$2.05	\$2.10	10.00%	20.00%		\$3.25	\$3.30	22.00%	32.00%
\$2.10	\$2.15	10.50%	20.50%		\$3.30	\$3.35	22.50%	32.50%
\$2.15	\$2.20	11.00%	21.00%		\$3.35	\$3.40	23.00%	33.00%
\$2.20	\$2.25	11.50%	21.50%		\$3.40	\$3.45	23.50%	33.50%
\$2.25	\$2.30	12.00%	22.00%		\$3.45	\$3.50	24.00%	34.00%
\$2.30	\$2.35	12.50%	22.50%		\$3.50	\$3.55	24.50%	34.50%
\$2.35	\$2.40	13.00%	23.00%		\$3.55	\$3.60	25.00%	35.00%
\$2.40	\$2.45	13.50%	23.50%		\$3.60	\$3.65	25.50%	35.50%
\$2.45	\$2.50	14.00%	24.00%		\$3.65	\$3.70	26.00%	36.00%
\$2.50	\$2.55	14.50%	24.50%		\$3.70	\$3.78	26.50%	36.50%
\$2.55	\$2.60	15.00%	25.00%		\$3.78	\$3.86	27.00%	37.00%
\$2.60	\$2.65	15.50%	25.50%		\$3.86	\$3.92	27.50%	37.50%
\$2.65	\$2.70	16.00%	26.00%		\$3.92	\$4.00	28.00%	38.00%
\$2.70	\$2.75	16.50%	26.50%		\$4.00	\$4.08	28.50%	38.50%
\$2.75	\$2.80	17.00%	27.00%		\$4.08	\$4.16	29.00%	39.00%
\$2.80	\$2.85	17.50%	27.50%		\$4.16	\$4.24	29.50%	39.50%
\$2.85	\$2.90	18.00%	28.00%		\$4.24	\$4.32	30.00%	40.00%
\$2.90	\$2.95	18.50%	28.50%		\$4.32	\$4.40	30.50%	40.50%
\$2.95	\$3.00	19.00%	29.00%		\$4.40	\$4.48	31.00%	41.00%
\$3.00	\$3.05	19.50%	29.50%		\$4.48	\$4.56	31.50%	41.50%
\$3.05	\$3.10	20.00%	30.00%		\$4.56	\$4.64	32.00%	42.00%

627. Pallet Charges

1. Customer must ship at least five (5) shipments per month.
2. Rates may be based on a pure "per pallet" basis or on a sliding scale, depending on the frequency and type of shipments.
3. There will be a weight limitation on each pallet, depending on the type of freight carried on the pallet. The default weight limit is 2,500 lbs. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit or fraction thereof.
4. Each "pallet" must be one self-contained piece. If there are pieces on the pallet, the pallet must be shrink-wrapped or the pieces must be attached to the pallet in such a manner that they cannot easily be removed.
5. A "pallet" is defined as being 48 inches x 48 inches or smaller. All freight contained on the pallet must remain within the confines of that measurement. Any shipment placed on a board or skid that measures more than 48 inches x 48 inches will be charged for on the basis of one pallet for each maximum size unit or fraction thereof.
6. If a shipment is a "mixed shipment" containing non-pallet items, the entire shipment will be rated based on weight and class applicable to that specific shipper.
7. Each shipment must be tendered as one or more pallets as defined in item 4. Carrier must be able to sign for one (1) pallet, for example; not "15 pieces on 1 pallet."
8. If shipment is "1 shrink-wrapped pallet (SWP) said to contain 127 pieces" for example, carrier is not responsible for piece count beyond "1 SWP."
9. If shipper requires piece counts beyond the pallet count, the shipment does not qualify for pallet rates.
10. Any rates for "pallet" shipments apply only within the TP Freight Lines/L.C. Hall's Truck Lines system unless there is a signed agreement with the interline carrier (s) involved.
11. These conditions are applicable to all former, present and future agreements involving "pallet" rates.
12. All shipments moving under pallet rates are limited to a released value for claims of one (\$1.00) dollar*
per 100 pounds (cwt).
13. Rates for pallets will be increased by a percentage at least equal to the Carrier's annual rate increase at the time that rate increase is adopted by TP Freight Lines and L.C. Hall's Truck Lines and will be made without additional notification.

630. Weights - Gross Weights Used

Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all pallets, packing and packaging materials, at point of origin.

When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus \$50.00.

633. Pickup or Delivery on Saturdays, Sundays or Legal Holidays

1. The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.
2. Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional \$155.00 per pickup or delivery.
3. Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.

4. See Item 112 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.

636. Tarping Charge

Truckload shipments loaded in open top or flatbed vehicles, moving under rates and provisions referencing this Tariff, will be tarped by this carrier. The charge for tarping a flatbed trailer is \$100.00 per trailer so tarped. Load specification will determine the style of tarp used.

639. Vehicles Furnished but not Used

When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of \$1.75 per mile, subject to a Minimum Charge of \$75.00.

642. Hourly or Time Charges

Charges shall include one driver and all equipment cited:

(Surcharges as shown in section 624 shall be added to hourly charges.)

1. Driver with or without equipment: \$111.00
2. Driver and required equipment for Emergency Trips within the Portland Commercial Zone* \$150.00

(In addition to those listed above) Personnel in addition to driver

Regular \$85.00

Overtime \$125.00

*Whenever a driver is diverted from regular duties to perform a same-day trip within the Portland Commercial Zone (Section 112, Item 9) or within any other area where the emergency trip rates as shown in section 606 do not apply, the rate of \$95.00 per hour shall be charged.

A. Applicability

1. Except as otherwise provided in items in this section, Hourly Rates apply.
 - a. Whenever shipper notifies carrier in advance that trucks with drivers are to be furnished at hourly rates; and
 - b. Whenever carrier determines that because of the nature of the work to be supplied, hourly rates would better reflect costs. Carrier shall notify shipper in advance of billing that the shipment will be handled on an hourly basis.
2. Daily, Weekly, or Monthly. Rates apply whenever shipper and carrier agree to use these rates for an extended period of time. Nothing in this Pricing Guide shall be construed to prevent shipper and carrier from negotiating rates that are different.

B. Rate Basis

1. Minimums to qualify for various rates are.
 - Hourly. Sixty (60) minutes of continuous use.
 - Daily. Eight hours of continuous utilization, broken only by one-half (1/2) hour for meal.

Weekly. Five consecutive days of qualifying for daily rate, interrupted only by holidays and weekends.

Monthly. At least four consecutive weeks of qualifying for the weekly rate, interrupted only by holidays and weekends.

2. If shipper terminates use before completion of the period for which service was requested, charges are computed on the rate basis for which actual use qualifies under (B1) above.

C. Type and Capacity of Vehicle

1. Specific rates within each rate basis are determined by the type and capacity of vehicle required by shipper.
2. If shipper specifies a vehicle larger than actually required by the traffic, charges will be made for the size demanded.
3. If shipper specifies a vehicle smaller than actually required by the traffic, the requisite size vehicle will be furnished and charged.
4. If the carrier furnishes a larger vehicle than required by the traffic or demanded by the shipper, charges will be assessed only for the size required or demanded.
5. Loads requiring a cargo compartment or deck length of the dimensions listed in the "Capacity" column of the Rate Table will be charged accordingly, even though the weight of the shipment is less than the corresponding weight category of the Table.
6. In no case will traffic requiring flat-bed equipment moves at less than the 24,000 lb. /24 ft. category.
7. In no case will tractors with semi-trailers or other combination vehicles move at less than the 24,000 lb. , 24 ft. category.
8. When the shipper requires the use of a trailer, semi-trailer or combination of vehicles with power unit, the rate shall be the same as for that combination with power but reduced by the rate for the power unit alone.
9. When the carrier furnishes a tractor to pull a shipper-owned or shipper-leased trailer, the charge category will be determined by the weight of the shipment rather than the length of the trailer.

D. Extra Charges

1. Basic Time Rates are for use of vehicle with driver during Regular Working Hours, which are 12.01 a.m. Monday through 11.59 p.m. Friday. When equipment is required on weekends, or on holidays (Item E9), the driver portion of the charges shall be charged at an additional \$45.00 per hour for each hour.
2. Shipper is entitled to one driver per tractor. Labor for additional personnel shall be charged at a rate of \$75.00 per hour for Regular Working Hours and \$105.00 per hour for all overtime hours.
3. When a driver and/or equipment is retained for more than times defined in Section B, an additional \$45.00 per hour shall be charged to cover overtime pay to the driver.
4. When, due to the nature of traffic being transported, it is necessary for the carrier to employ drivers and/or helpers at wages scales above or below those currently effective in the drayage industry for general Teamsters and helpers, Time Rates shall be increased or decreased commensurate with the difference in cost of wages and conditions prevailing.
5. Charges named herein for the use of auxiliary equipment are in addition to charges for use of vehicle on which they are mounted.
6. When, due to the nature of the traffic being transported or the preference of the shipper, it is necessary for the carrier to furnish equipment or design features costing more than those normally furnished in the same size category by the same carrier, Time Rates for that vehicle shall be increased commensurably.

E. Administration

1. Time and mileage begin when vehicle is dispatched by carrier from carrier's terminal or from other work, whichever is later, and end when the vehicle returns to the terminal or is re-dispatched by the carrier, whichever is sooner.
2. Computations are to the nearest mile and nearest quarter-hour, subject to the minimums in B1.
3. At the end of each discrete period of hourly service, or at the end of each day's operation in other service, the driver must initiate a shipping receipt showing (A) Name of the Carrier, (B) Name of shipper, (C) Carrier's vehicle number, (D) Capacity required, (E) Time of dispatch onto job; (F) time relieved (returned to terminal or re-dispatched,; and when practical, (G) the shipper's signature.
4. Unless the shipper requires the driver to sign for count and condition of cargo at origin and to secure signature for count and condition from consignee, the carrier will be relieved of responsibility for overages, shortages, and damaged said to have occurred while in transit at time rates.
5. During unavailability of personnel and equipment normally furnished, carrier will provide the most suitable substitutes available
6. Service interruptions occasioned by carrier's failure to furnish personnel and vehicles required by shipper will be reflected by reduction of charges that would have accrued had the interruption not occurred.
7. Shipper request for a monthly rate must be in writing specifying
 - (a) Size and type of vehicle.
 - (b) Auxiliary equipment and other special needs
 - (c) Number and type of personnel
 - (d) Expected life of arrangement.
 - (e) Agreement to give 30-days notice to cancel monthly agreement.
8. Holidays qualifying for overtime are listed in section 112.

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