

---

**ORIGINAL**

**Tariff No. 100C**

---

**TITLE PAGE**

---

**LONE STAR TRANSPORTATION, LLC (“Carrier”)**

**RULES / ACCESSORIALS TARIFF**

**MOTOR CARRIER SERVICE**

**RULES, REGULATIONS AND CLAIMS PROCEDURES  
FOR MOTOR CARRIER SERVICES**

**BETWEEN**

**POINTS IN NORTH AMERICA (EXCEPT MEXICO)**

**ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS**

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

**CHECK SHEET FOR TARIFF PAGES AND SUPPLIMENTS**

All of the pages contained in this tariff are listed consecutively by number and revisions number. The pages of the tariff and the supplements to the tariff, listed on this page, bear issued dates, which are the same or are prior to, the issued date of this page. "O" in the revision column indicates an original page.0

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
ii	0		9	0			
iii	0		10	0			
iii	0		11	0			
iv	0		12	0			
1	0		13	0			
2	0		14	0			
3	0		15	0			
4	0		16	0			
5	0		17	0			
6	0		18	0			
7	0		19	0			
8	0						

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

**TABLE OF CONTENTS**

Subject	Item No.	Page
Application of Tariff and Bill of Lading .....	10 .....	1
Mileage .....	20 .....	1
Notice and Amendments .....	30 .....	1
Rates and Schedules .....	100 .....	1-2
Payment .....	110 .....	2
Delinquent Accounts .....	120 .....	2
Additional Costs .....	130 .....	2
Arbitrary Charges (New York City Area) .....	131 .....	2-3
Regional Service Area Surcharges .....	132 .....	3
Mexico Trailer Use Charge (MARB) .....	133 .....	3
Lien Right .....	140 .....	3
Application of Accessorial Charges .....	200 .....	3
Preparation of Shipments .....	201 .....	4
Loading and Unloading .....	210 .....	4
Detention .....	220 .....	4-5
Fuel Surcharge .....	230 .....	5-7
Special Permits or Fees .....	240 .....	7
Tolls .....	250 .....	7
Trans-Border Fee: Canada .....	260 .....	7
Vehicle Furnished But Not Used .....	270 .....	7
Carrier Liability and Released Value .....	300 .....	8-9
Filing of Cargo Claims .....	310 .....	9-10
Investigations of Cargo Claims .....	320 .....	10
Acknowledgment of Claims .....	330 .....	10
Processing of Salvage .....	350 .....	10-11
Claims for Overcharge, Undercharge or Duplicate Payment .....	400 .....	11
Filing, Documenting, and Processing Claims .....	410 .....	11-12
Disposition of Unidentified Payments, Overcharges or Duplicate Payments Not Supported By Claims .....	420 .....	12
Liabilities Not Assumed .....	500 .....	12
COD Shipments .....	510 .....	12-13
Force Majeure Events .....	520 .....	13
Excusable Events .....	525 .....	13
Appointments .....	530 .....	13-14
Impracticable Operations .....	540 .....	14
Over-Dimensional and/or Overweight Shipments .....	551 .....	14
Escorts .....	556 .....	14
Flagmen .....	557 .....	14
Supervisors .....	558 .....	15
Warranties .....	560 .....	15
Non-Waiver .....	570 .....	15
Packaging, Marking and Paperwork .....	580 .....	15
Hazardous Materials .....	600 .....	15-16
Pier Deliveries .....	610 .....	16
Reconsignment or Diversion .....	620 .....	16
Redelivery .....	630 .....	16

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

Return, Rejected and Damaged Shipments.....	640	.....	16-17
Specialized Services and/or Equipment .....	650	.....	17-18
Stop-Off In Transit: Loading / Unloading .....	660	.....	18
Storage Rights .....	670	.....	18
Shipper Bill of Lading / Airway Bills / Paperwork .....	700	.....	18
Subcontracting Rights.....	710	.....	19
Vehicle Used to Transport Customer Trailer.....	720	.....	19
Terminals.....	730	.....	19

---

---

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

**Item 10: APPLICATION OF TARIFF AND BILL OF LADING**

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico. The provisions of this Tariff may be waived in a written agreement signed and dated by Carrier and a Customer. For purposes of this Tariff, the term “Customer” shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

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

---

**Item 20: MILEAGE**

Mileage shall be calculated using practical miles, except when shipments move under special permits required by and obtained from a state, municipal or other governmental agency, which specify therein the route to be traveled by the motor vehicle, in which case the mileage of such route or the actual route of travel shall be used to calculate the applicable rate.

---

**Item 30: NOTICE AND AMENDMENTS**

Carrier will provide Customers with internet link to this tariff from carrier website: <https://lonestar-llc.com>. Click ‘Rules and Regulations Tariff’ to view.

Upon written request, Carrier will provide a Customer with electronic copies of all applicable rules circulars and rates.

When this Tariff is amended by revised pages, the cancellation of prior pages will be affected by means of this item. A revised page will not show a cancellation notice for the prior version. A revised page takes effect at 12:01 A.M. Eastern time as of the Effective Date shown thereon and cancels any and all uncanceled revised or original pages, or uncanceled portions thereof.

---

**Item 100: RATES AND SCHEDULES**

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

Shipments requiring callout on the Holidays listed below will be billed at 150% of the base transportation rate for shipments moving 500 miles or less and 135% on shipments moving over 500 miles: New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any days authorized by the U.S. Congress as the day on which such holiday will be observed.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

Shipments that require loading or unloading on a weekend will be assessed an additional twenty percent (20%) of the base transportation charge. Shipments that could be delivered within the week, i.e., load Thursday less than 1,000 miles, but are held over the weekend for delivery will be assessed an additional \$350.00 per day layover fee for each day the shipment is held after the day on which it could have been delivered.

---

**Item 110: PAYMENT**

Absent a written waiver by Carrier or a contractual specification to the contrary, all freight and transportation related charges are due and payable at the time of the tendering of the shipment for transportation. If credit is extended by the Carrier, the freight and transportation related charges obtained on credit are due and payable within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery.

---

**Item 120: DELINQUENT ACCOUNTS**

Carrier is not obligated to make any delivery or to relinquish possession of any property being transported by it until all rates and charges have been paid, or if customer has failed to comply with the terms of its credit arrangements with Carrier.

Payments received more than 30 days after the date of Carrier's bill will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the date of the Carrier's freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Customer consents to Carrier bringing any action for the collection of debts on delinquent accounts in the state and federal courts situated in or about Tarrant County, Texas. Customer further consents and submits itself to the venue and jurisdiction of such state and federal courts situated in or about Tarrant County, Texas.

---

**Item 130: ADDITIONAL COSTS**

Whenever Carrier incurs costs due to Customer requirements, the customer shall be invoiced for such costs and a handling fee in an amount equal to 20% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Whenever Carrier advances funds due to Customer requirements, the customer shall be invoiced for both the amount of the funds advanced and a handling fee in an amount equal to 20% of any and all fees, charges, repairs, replacements and/or general expenses associated with those advanced funds.

---

**Item 131: ARBITRARY CHARGES (New York City Area)**

All shipments destined to, or originating in, New York, NY and points on Long Island, NY will be subject to a minimum arbitrary charge of \$1000.00 per vehicle and a bridge toll of \$250.00 will apply (\$1000.00 per vehicle and a bridge toll of \$250.00 on shipments requiring over dimension or overweight permits.)

For purposes of assessing these charges, "New York, NY" means all points within the following Boroughs which comprise the City of New York, NY: Borough of Bronx (all points in Bronx County); Borough of Brooklyn (all

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

points in Kings County); Borough of Manhattan (all points in New York County); Borough of Queens County; Borough of Staten Island (all points in Richmond County).

---

---

**Item 132: REGIONAL SERVICE AREA SURCHARGES**

Loads destined to or moving between the following areas may be assessed a 50% surcharge, based on the line haul revenue:

Any point North and/or West of the line formed from the Canadian Border: I-29 South to Kansas City; I-35 Southwest to Oklahoma City; I-40 West to the intersection of Texas 83 near Shamrock, TX; TX83 South to Abilene; and then TX277 South to the Mexican Border.

Any Point North and/or East of the line formed from the Canadian Border by I87 South, to include New York, NY (as such is defined in Item 131).

---

**Item 133: MEXICO TRAILER USE CHARGE**

All shipments destined to, or originating in, Mexico will be subject to a minimum MARB (Mexico Arbitrary) charge for the use of trailers while in Mexico as noted below:

Flats and Steps	\$250.00 per day
RDD	\$450.00 per day
DE & RDE & FE	\$750.00 per day

All other equipment combinations will be on a quote by load basis.

---

**Item 140: LIEN RIGHTS**

Carrier shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to carrier. In addition, to the extent permitted by applicable law, Carrier will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to carrier regardless of whether those charges related to the goods or proceeds against which the general lien is enforced.

---

**Item 200: APPLICATION OF ACCESSORIAL CHARGES**

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein or otherwise agreed upon by Carrier and Customer shall govern.

---

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

**Item 201: PREPARATION OF SHIPMENTS**

Shipper has a duty to prepare, load and package goods in such a manner to withstand the normal conditions of transport. Machinery, machines or parts for machinery or machines that are susceptible to damage by rust or corrosion must be coated with rust preventative compounds or preparations by the Shipper prior to tender. Machines and Equipment with glass or Plexiglas windows must be packaged or protected by the Shipper prior to tender. Liquids or commodities that will expand, liquefy or vaporize under any conditions during transportation must be secured by the Shipper in containers that will prevent leakage from such containers. Machines containing water or other liquid subject to freezing must be drained by the Shipper or must have such water or liquid adequately protected by suitable antifreeze preparation by the Shipper.

**Item 210: LOADING AND UNLOADING**

It is the Customer/Shipper’s duty to load, package, and prepare goods so that the can withstand the normal conditions of transport. Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee, except that if the Customer, consignor, or consignee requests that Carrier furnish outside labor to load or unload, all charges for such outside labor will be passed through to Customer, who will be billed of actual time of outside labor at cost plus 20%. If the driver or any other Carrier personnel is requested to assist with loading and/or unloading, a charge of \$125.00 per hour, or fraction thereof, will be assessed in addition to all other applicable charges.

**Item 220: DETENTION**

- a) When Carrier's vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges.

Type of Equipment	“Free Time” Allowance	Minimum Charge for each hour or fraction thereof over allowed free time.
Hot Shot (1 ton) Truck	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Big Shot (2 Ton) Truck	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Single Axle Truck	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Tandem Axle Truck	Two (2) hours for loading, and two (2) hours for unloading	\$125.00
4 Axle Truck	Two (2) hours for loading, and two (2) hours for unloading	\$175.00
Flatbed Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00
Single Drop Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager



Van Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00
Pole Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00
Double Drop/Lowboy Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Removable Gooseneck Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Double Drop Low rider Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Extendable Flatbed Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00
Extendable Single drop Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00
Double Drop Extendable Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Single Drop Low Extendable Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$75.00
Removable Double Drop Extendable Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$95.00
Steerable Pole Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$50.00
Booster Axles (BA & BL) Trailer	Two (2) hours for loading, and two (2) hours for unloading	\$20.00
OTHER SPECIAL HEAVY EQUIPMENT	By special agreement only	By special agreement only

- b) Time per vehicle shall begin upon notification by driver to the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt. Time will not accumulate between the hours of 6:00 p.m. (local time) and 7:00 a.m. (local time), on Sundays, or on the holidays described in Item 100, unless the shipper or consignee has specifically requested the equipment during these time periods.
- c) When shipments are stopped for either partial loading or partial unloading service, or both, one-hour free time for each stop will be added to the total “Free Time” allowed.

**Item 230: FUEL SURCHARGE**

Absent Carrier’s written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy’s Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week’s price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to \$1.15/gallon or above, Carrier reserves the right to implement an extended surcharge.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

Fuel Price Index* (In Cents Per Gallon)		Surcharge Amount	Fuel Price Index* (In Cents Per Gallon)		Surcharge Amount
0.0	114.9	0.0%	410.0	414.9	32.5%
115.0	119.9	3.0%	415.0	419.9	33.0%
120.0	124.9	3.5%	420.0	424.9	33.5%
125.0	129.9	4.0%	425.0	429.9	34.0%
130.0	134.9	4.5%	430.0	434.9	34.5%
135.0	139.9	5.0%	435.0	439.9	35.0%
140.0	144.9	5.5%	440.0	444.9	35.5%
145.0	149.9	6.0%	445.0	449.9	36.0%
150.0	154.9	6.5%	450.0	454.9	36.5%
155.0	159.9	7.0%	455.0	459.9	37.0%
160.0	164.9	7.5%	460.0	464.9	37.5%
165.0	169.9	8.0%	465.0	469.9	38.0%
170.0	174.9	8.5%	470.0	474.9	38.5%
175.0	179.9	9.0%	475.0	479.9	39.0%
180.0	184.9	9.5%	480.0	484.9	39.5%
185.0	189.9	10.0%	485.0	489.9	40.0%
190.0	194.9	10.5%	490.0	494.9	40.5%
195.0	199.9	11.0%	495.0	499.9	41.0%
200.0	204.9	11.5%	500.0	504.9	41.5%
205.0	209.9	12.0%	505.0	509.9	42.0%
210.0	214.9	12.5%	510.0	514.9	42.5%
215.0	219.9	13.0%	515.0	519.9	43.0%
220.0	224.9	13.5%	520.0	524.9	43.5%
225.0	229.9	14.0%	525.0	529.9	44.0%
230.0	234.9	14.5%	530.0	534.9	44.5%
235.0	239.9	15.0%	535.0	539.9	45.0%
240.0	244.9	15.5%	540.0	544.9	45.5%
245.0	249.9	16.0%	545.0	549.9	46.0%
250.0	254.9	16.5%	550.0	554.9	46.5%
255.0	259.9	17.0%	555.0	559.9	47.0%
260.0	264.9	17.5%	560.0	564.9	47.5%
265.0	269.9	18.0%	565.0	569.9	48.0%
270.0	274.9	18.5%	570.0	574.9	48.5%
275.0	279.9	19.0%	575.0	579.9	49.0%
280.0	284.9	19.5%	580.0	584.9	49.5%
285.0	289.9	20.0%	585.0	589.9	50.0%
290.0	294.9	20.5%	590.0	594.9	50.5%
295.0	299.9	21.0%	595.0	599.9	51.0%
300.0	304.9	21.5%	600.0	604.9	51.5%
305.0	309.9	22.0%	605.0	609.9	52.0%
310.0	314.9	22.5%	610.0	614.9	52.5%
315.0	319.9	23.0%	615.0	619.9	53.0%
320.0	324.9	23.5%	620.0	624.9	53.5%

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

325.0	329.9	24.0%	625.0	629.9	54.0%
330.0	334.9	24.5%	630.0	634.9	54.5%
335.0	339.9	25.0%	635.0	639.9	55.0%
340.0	344.9	25.5%	640.0	644.9	55.5%
345.0	349.9	26.0%	645.0	649.9	56.0%
350.0	354.9	26.5%	650.0	654.9	56.5%
355.0	359.9	27.0%	655.0	659.9	57.0%
360.0	364.9	27.5%	660.0	664.9	57.5%
365.0	369.9	28.0%	665.0	669.9	58.0%
370.0	374.9	28.5%	670.0	674.9	58.5%
375.0	379.9	29.0%	675.0	679.9	59.0%
380.0	384.9	29.5%	680.0	684.9	59.5%
385.0	389.9	30.0%	685.0	689.9	60.0%
390.0	394.9	30.5%	690.0	694.9	60.5%
395.0	399.9	31.0%	695.0	699.9	61.0%
400.0	404.9	31.5%	700.0	704.9	61.5%
405.0	409.9	32.0%	705.0	709.9	62.0%

---

**Item 240: SPECIAL PERMITS OR FEES**

Any fees paid to any Federal, State or Municipal Government or Canadian Authority, or any subdivision thereof for special permits as may be required in connection with such movement will be added at cost plus 20% of such cost.

---

**Item 250: TOLLS**

In concert with mileage calculations, a companion tolls calculation software will be used to determine toll charges. Toll charges will be assessed in addition to any and all other lawful transportation and related charges at cost plus 20%.

---

**Item 260: TRANS-BORDER FEE: CANADA**

A fee of \$500.00 will be charged on all shipments that a) originate in the U.S. and deliver in Canada, b) originate in Canada and deliver in the U.S., c) originate in the U.S. and transit through Canada making delivery in the U.S., and d) originate in Canada and transit through the U.S. making delivery in Canada.

---

**Item 270: VEHICLE FURNISHED BUT NOT USED**

When an order is canceled after a vehicle has already been dispatched with pickup orders, fees will be charged at the applicable one-way rate based on the type of equipment ordered for all miles from the point of dispatch to point of pickup times the applicable rate per mile, rate will be provided upon cancellation and will be subject to equipment type and any accessorial costs incurred by carrier. Any permits that were purchased in good faith to perform the shipment will be presented to the Customer for reimbursement at cost plus 20%. Other Accessorial costs will be billed at cost plus 20%.

---

**Item 300: CARRIER LIABILITY AND RELEASED VALUE**

- a) Carrier's liability for loss, damage, destruction or delay to cargo transported shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. Unless a higher value is communicated in writing to Carrier in advance of pick up and that Carrier agrees to the value in writing as declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, then Carrier's liability for loss or damage, as to any shipment shall not exceed the lesser of \$2.50 per pound per piece affected or \$100,000 per trailer or conveyance.
- b) Declaring values in excess of \$2.50 per pound or \$100,000.  
Carrier must be notified in writing at the time it agrees to transport cargo that a value in excess of \$100,000 (but in any event, not exceeding \$1,000,000 will be declared, and the amount that will be declared. **The rates quoted to the Customer assume our stated Limit of Liability shown in the attached Rules Tariff Item 300. Should you wish to declare a higher released value of your load, announce this to your LST representative in writing prior to shipping. LST will provide a written quote based on the mutually agreed value of the load and require your written acceptance. Note: Any Declared Value noted on shipper bill of lading will not be deemed qualifying Notice to Carrier of value. Carrier truck operators are not an authorized representative for purposes of Acceptance of Declared, Released Value.**
- i. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation agreement acknowledging Carrier's acceptance of increased liability and reflecting the additional charges as set forth below. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
  - ii. After meeting the terms of this entire Item and both parties have agreed in writing to the value and rate, then the declared value must be clearly stated on the face of the bill of lading.
  - iii. A charge of \$3.00 per \$100 of declared value in excess of \$100,000, in addition to all other charges, shall be assessed in writing and Customer shall acknowledge and respond to Carrier their written approval.
  - iv. Declared values in excess of \$1,000,000.00 shall not be accepted, and in the event, Customer attempts to declare a value in excess of \$1,000,000.00 per trailer or conveyance, Carrier's liability shall continue to be limited to \$2.50 per pound or \$100,000 per trailer or conveyance.
- c) In no event shall Carrier's liability exceed the limits stated herein or the mutually agreed value of the cargo.
- d) Used or Reconditioned Equipment & Exhibition or Show Paraphernalia The foregoing notwithstanding, Carrier's cargo liability on used or reconditioned equipment or exhibition or show paraphernalia is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Carrier cargo liability for such goods is limited to \$0.25 per pound per item affected up to \$10,000.00 per trailer or conveyance unless excess value is declared and obtained in accordance with the provisions of this Item. Regardless of valuation, Carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and Carrier will not be liable for any claims of diminished value, or any other value not specifically set forth herein and mutually agreed to in advance of the shipment. The charge will be \$100.00 per \$100.00 of value declared over \$10,000.00 with a maximum limit of \$20,000.00 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.
- e) The value of shipments involving or including documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.

- f) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.
  - g) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, mis delivery, non-delivery, misinformation, any failure to provide information, or mis delivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages supported by itemized receipts, photographs, expert adjuster appraisals and additional evidentiary documentation. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.
- 

### Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below, and as otherwise may be required by law and the terms of the bill of lading.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except those claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made. Each written claim must: (1) contain facts sufficient to identify the shipment (or shipments) or property involved, (2) assert liability for alleged loss, damage, injury, or delay, and (3) make supported claim for the payment of a specified or determinable amount of money. Payment of freight invoices must be received prior to payment of any claim. Each written claim must be directed to Carrier's Claims Department, 1100 Northway Drive, Fort Worth, Texas 76131 or may submit Electronically to: DG\_LSST\_Claims@LoneStar-LLC.com. Claims shall include proof of payment of freight, itemized labor, work done, hourly rate, itemized parts and material by quantity and unit, photographic evidence of loss, Commercial Invoice of the sold goods, salvage description, value of salvage, location of salvage and information required to verify loss. Additional supporting documentation and evidence may be required to investigate and verify claim.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents will not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Carrier for an uncertain amount, such as "\$100 more or less," Carrier 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 loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Concealed damage claims. When damage to cargo is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Carrier upon discovery and a request for inspection by Carrier's representative made by consignee. Notice of loss or damage and request for

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

inspection may be given by electronic mail, telephone or in person, but in any event must be confirmed in writing by mail or overnight courier.

If more than five (5) days pass between date of delivery of shipment by Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence to the Carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by Carrier, the consignee must hold the cargo in the same condition it was in when damage was discovered insofar as it is possible to do so. The same process for presentation of loss as shown in Item 310 (b) shall apply in addition to other evidence which the claimant bears to support such claim for Concealed Damage.

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

---

**Item 320: INVESTIGATIONS OF CARGO CLAIMS**

Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated.

Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the paid freight charges, if any, and the documentation noted in Item 310 (b) herein, including a certified statement by the claimant that the claim and its supporting documentation to be true and correct.

For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

---

**Item 330: ACKNOWLEDGMENT OF CLAIMS**

Carrier will, upon receipt in writing of a proper claim in the manner and required, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by Carrier unless Carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. Carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim as filed.

---

**Item 350: PROCESSING OF SALVAGE**

Whenever materials, goods, or other property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice 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 or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

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

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

If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale at a public auction and Carrier has the right to offer the shipment for sale. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

---

**Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT**

- a) "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b). It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.
- c) "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.
- e) "Undercharge" means charges for transportation services which are less than those applicable thereto.

---

**Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS**

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

If Carrier invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

---

**Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR  
DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

If Carrier is not provided sufficient information with which to properly apply a payment, Carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, Carrier may treat the unidentified payment as a payment owing to it.

---

**Item 500: LIABILITIES NOT ASSUMED**

CARRIER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CARRIER, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

FURTHERMORE, CARRIER SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DESTRUCTION OR DELAY TO CARGO TRANSPORTED TO THE EXTENT THAT SUCH IS CAUSED, DIRECTLY OR INDIRECTLY, BY ANY ACT OF GOD, ACT OF PUBLIC ENEMY, ACT OF PUBLIC AUTHORITY, INHERENT NATURE OR VICE OF THE CARGO, OR ACT OF THE SHIPPER.

---

**Item 510: COD SHIPMENTS**

Unless otherwise provided, Collect-On-Delivery (COD) shipments will be accepted by Carrier subject to the following provisions and charges:

- a) Notification of a COD shipment must be given at time order is telephoned in or otherwise first communicated to carrier. Carrier assumes no liability for the form of tender accepted.
- b) The following, with the words "Collect on Delivery" must appear prominently and legibly on the bill of lading:

COLLECT ON DELIVERY \$ \_\_\_\_\_ and remit to:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

- c) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.
- d) The charge for collecting and remitting the amount of each COD bill will be \$50.00 when the COD amount is \$1000.00 or less. When the COD amount is greater than \$1000.00, the charge for collecting and remitting the amount of each COD bill will be \$50.00 plus 3% of the COD amount above \$1000.00.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager



- e) Carrier's responsibility for C.O.D. payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor, or to such other party as may be designated by the consignor as the payee, within 15 business days after receipt by Carrier.
- f) Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.
- 

**Item 520: FORCE MAJEURE EVENTS**

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

---

**Item 525: EXCUSABLE EVENTS**

Carrier shall be entitled to an adjustment in the price of any shipment upon the occurrence of any Excusable Event, to the extent that (a)(1) such Excusable Event causes an actual increase in the cost of Carrier's performance of the transportation obligations or (2) adversely affects the transportation obligations such that Carrier's performance of the transport obligations is temporarily or permanently prevented or delayed, and (b) such Excusable Event is not directly related to the negligence, gross negligence or willful misconduct of Carrier.

An "Excusable Event" shall mean and refer to any:

1. Force Majeure Event described in Item 520
  2. events concerning soil or subsurface conditions at the origin or destination, or on the route.
  3. events concerning hazardous substances or other hazardous conditions at the origin or destination, or on the route that did not result from Carrier's acts or omissions at origin or destination, or on the route.
  4. material change in law; or
  5. failure to obtain, or any revocation of, a transport related permit, provided that (i) such failure of revocation was not the result of Carrier's negligence or intentional misconduct, and (ii) Carrier used commercially reasonable efforts to obtain such permits.
  6. Any material change, repositioning of equipment or other variable that impacts the original assumptions made at the time of Quote.
- 

**Item 530: APPOINTMENTS – REASONABLE DISPATCH**

Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is only responsible for transporting a shipment with reasonable dispatch. Carrier will not be liable for late deliveries or missed appointments unless such late delivery or missed appointment is caused solely by Carrier's

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

failure to perform its duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

---

**Item 540: IMPRACTICABLE OPERATIONS**

Nothing in this tariff shall be construed as making it binding upon Carrier to accept cargo from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

---

**ITEM 551: Over-Dimensional and/or Overweight Shipments**

**Any shipment exceeding 45,000 Pounds or exceeds one of the following dimensions will require a signed returned quote or email from customer agreeing to quoted rate from the customer to Lone Star prior to loading.**

**Over 48' Long prior to loading**  
**Over 8'6" Wide prior to loading**  
**Over 10' Tall prior to loading**

---

**Item 556: ESCORTS****RATES FOR ESCORTS**

When an escort is requested by shipper or consignee or their agents or is required by state or municipal authority to accompany any load, and such escort service for practicable or required reasons is furnished by state or municipal authority, or a company specializing in the service, the total fee or charge made by such authority or company shall be assessed for such service subject to a minimum charge of \$1.50 per escorted mile, plus a minimum of \$150.00 per night out, and a minimum of \$100.00/hour for any deadhead or standby time required. These charges are subject to the same handling fee as noted in Item [130].

---

**Item 557: FLAGMEN**

When a flagman is requested by shipper or consignee or their agents or is required by state or municipal authority, the charge for such service will be Carrier's cost plus the handling fees noted in Item 130, subject to a minimum charge of \$1000.00 per day.

---

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

**Item 558: RATES FOR SUPERVISORS**

When supervision of any operation is requested by the shipper or consignee, and is so specified on the bill of lading, the charge for furnishing such supervision shall be as set forth below per hour or fraction thereof, per supervisor. The supervisor's transportation to and from the place or places where such supervision is required shall be included when calculating the charges.

Regular Hourly Rates	Holiday Rates
\$175.00 per hour, or portion thereof	\$250.00 per hour, or portion thereof

---

**Item 560: WARRANTIES**

CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

---

**Item 570: NON-WAIVER**

Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

---

**Item 580: PACKAGING, MARKING AND PAPERWORK**

The "shipper," not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

Rates do not include the costs for any materials used for temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or part of the transporting vehicle, when required to protect and make shipments secure for transportation. At the request of shipper, Carrier may, based upon availability, furnish such materials, subject to a charge based upon the cost thereof plus 20%. Rates for return of dunnage from destination will be by quote.

---

**Item 600: HAZARDOUS MATERIALS**

Customer shall announce in advance and in writing if a shipment contains Hazardous Materials Shipments which contain articles considered hazardous as defined by applicable law or regulation will be subject to an additional charge equal to 25% of the base transportation charges on the shipment, subject to a minimum charge of \$250.00. Such charge shall be in addition to all other applicable charges.

**NOTE:** The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Carrier. Customer must provide the Carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and Customer shall operate in conformity with all

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

---

applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred, and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer shall assume all liability incidental to, arising from, or as a consequence of its failure to comply with any of the foregoing.

---

---

**Item 610: PIER PICKUPS AND DELIVERIES**

Carrier expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, will be charged to Customer at Carrier's actual costs, plus 30%, subject to a \$1500.00 minimum with the exception of the Long Beach, CA and Wilmington, CA piers where the minimum charge will be \$300.00. Detention will be applied normally.

[Rates do not include the cost of loading, unloading, handling, wharfage, trailer assembly or other terminal charges at ports of entry as assessed by steamship, barge or wharf companies will be Carrier's cost plus the handling fees noted in Item 130. When shipments picked up at a pier facility require Direct Discharge, will be on a quote-by-quote basis, subject to size/weight of freight and transport equipment required.

---

---

**Item 620: RECONSIGNMENT OR DIVERSION**

Shipments may be diverted or reconsigned upon written instructions from Customer, and Carrier's applicable prevailing Tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges. There will also be a minimum reconsignment fee of \$250.00.

---

---

**Item 630: REDELIVERY - DETENTION**

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the Carrier vehicle is capable of making delivery and through no fault of Carrier such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free-time given, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not Carrier's vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$250.00 shall be assessed.

---

---

**Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS**

On shipments or portions thereof, which are (refused, rejected, or damaged, Carrier will return such shipments or portions thereof upon timely written request of the shipper or owner back to the original point of origin and charges will be assessed at the mileage rates shown in carrier's applicable tariffs (in effect on the date of the return

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

shipment) with mileage calculated from delivery point to point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

**Item 650: SPECIALIZED SERVICES**

Upon request, Carrier may provide the following services. Carrier will not be responsible for providing special accessorial services if not specifically requested to do so in writing prior to the tender of the shipment. If prior arrangements for specialized services are not made with the Carrier, Carrier reserves the right to refuse such shipment. Customer may however, at its own risk, choose to wait for Carrier to make arrangements for the special services to be furnished. Requests for special services must be noted on all shipping orders, bills of lading, and/or communicated via electronic media. The following charges shall be in addition to all other lawful transportation and related charges.

Type of Specialized Service	Charges for the Specialized Service
Extra Driver Services	\$0.75 per mile for each extra driver, subject to a minimum charge of \$100.00 per shipment for each extra driver.
In-Bond Shipment Services	\$500.00 per shipment (subject to the conditions contained in the note below); however, non-conforming shipments may be subject to additional charges including those described in Item 130.
Recoopering Services	Carrier’s cost plus the handling fees described in Item 130
Tarping Services (includes the use of up to three 20’x20’ tarps)	\$350.00 per 20’ x 20’ tarp (additional tarping materials may be provided, subject to availability, at an additional fee)
Towing Services (When the Weight of Conveyance being Towed is less than 55,000 lbs.)	Carrier’s cost plus the handling fees described in Item 130
Towing Services (When the Weight of Conveyance being Towed is 55,000 lbs. or more)	Carrier’s cost plus the handling fees described in Item 130
Weighing and Re-Weighing Services	Carrier’s cost plus the handling fees described in Item 130
Hourly Rates for Labor related to Other Specialized Services	Carrier’s cost plus the handling fees described in Item 130

**NOTE REGARDING IN-BOND SHIPMENT SERVICE CHARGES:**

The charges for In-Bond Shipment Services stated above are subject to the following provisions and charges:

- (a) Shipments must be tendered on uniform straight bills of lading. The words “IN-BOND” must be stamped, typed or written on all such bills of lading and shipping orders immediately before the name of the consignee. The words “IN-BOND” must be stamped, typed or written in the body of such bills of lading and shipping order.
- (b) Each package must be plainly marked, labeled or tagged by the consignor to show “INBOND” or similar written designation.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

- 
- (c) Base transportation charges on the shipments requiring customs clearance at a point other than the final destination will be assessed on the basis of the following: (i) the rates to apply when distance commodity rates are used is the rate applicable for the total distance from origin to final destination via the clearance point and (ii) the rate to apply when rates other than distance rates are used is the rate from the point of origin to destination or from or to a point at which the shipment is stopped for customs clearance, whichever produces the greatest charge (except that if the distance from origin to final destination via the customs clearance point exceeds 110% of the short-line mileage, rates other than distance rates will not apply); and
- (d) Shipments moving under custom bond may not be re-consigned, diverted or part of a move that is stopped in transit for loading or unloading.

Furthermore, shipments moving under customs bond will be subject to a minimum charge based on the applicable rate subject to the applicable MW, but not less than 24M and LTL Rate Tables will not apply.

---

### **Item 660: STOP-OFF IN TRANSIT: LOADING / UNLOADING**

Shipments tendered on one bill of lading or shipping order, from one consignor at one point of origin at one time and consigned to one consignee at one destination, may be stopped in transit at any point or place for the purpose of partial loading and/or unloading, subject to the following provisions:

1. The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading and/or unloading, together with a complete description of the kind and quantity of cargo to be loaded or unloaded at each point and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered.
2. Consignee is responsible for unloading correct piece count at each stop-off location.
- 3.. A charge of \$150.00 will be assessed for each partial loading, and a charge of \$150.00 will be assessed for each partial unloading. If the shipment is both partially loaded and partially unloaded at the same stop-off point, regardless of whether or not at the same address, the charge provided in this paragraph will be assessed for each service; that is, a separate charge for partial loading and a separate charge for partial unloading will be assessed.

### **Item 670: STORAGE RIGHTS**

On refused, rejected or other shipments where Carrier is unable to deliver a shipment or part of a shipment to its intended final destination, Carrier's liability as a warehouseman shall begin immediately upon refusal or rejection and Carrier shall be entitled to recover any and all costs in any way associated with the storage of any cargo, plus the handling fees in Item 130. At its sole option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignees, and/or shipper's name so that storage fees do not accrue against Carrier.

Carrier liability for loss or damage to cargo is eliminated once cargo is deposited, unless Carrier is also the warehouseman, in which case its liability for loss or damage will be limited to \$0.01 per pound per piece affected for any goods that are under deposit with Carrier for storage and which are in the Carrier's possession at the time of the loss or damage.

---

### **Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK**

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Carrier, shall act solely as "receipts" for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Carrier's Bill of Lading and applicable tariffs in effect when service is provided.

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager

**Item 710: SUBCONTRACTING RIGHTS**

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

---

---

**Item 720: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER**

All such moves are considered to be round-trip moves, even if the Customer trailer is only transported one-way. When Carrier is requested or required to provide power to transport a customer trailer, Carrier will present a Trailer Interchange Agreement for signature and charges will be on a quote-by-quote basis. Any and all mechanical defects found on customer's trailer will be repaired by carrier and charged back to customer at cost-plus 20%.

---

---

**Item 730: TERMINALS**

ANGELTON, TX  
CONYERS, GA  
CORPUS CHRISTI, TX  
FORT WORTH, TX  
GAINESVILLE, TX  
GRIFFIN, GA  
HOUSTON, TX  
NORTH KANSAS CITY, KS  
LAFAYETTE, IN  
LAREDO, TX  
MEMPHIS, TN  
ODESSA, TX  
PHARR, TX  
SAVANNAH, GA  
SEGUIN, TX  
SHREVEPORT, LA  
SPRINGFIELD, MO  
SWEETWATER, TX  
TULSA, OK

---

---

ISSUED: March 10, 2023

EFFECTIVE: March 10, 2023

ISSUED BY  
Traffic Manager