

SUPERIOR SERVICE TRANSPORT, INC.

(MC-040971)

TARIFF SVXL100

MOTOR FREIGHT TARIFF

NAMING

RULES AND CHARGES FOR

TERMINAL AND ACCESSORIAL CHARGES

For reference to Governing Publications see Page 3, Item 10.

See Item 1000 for explanation of abbreviations and symbols.

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Pricing Manager
2964 S 460 W
Salt Lake City, UT 84115-3486

SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

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| Initial Release | | | | | | | | | | | | | |
|--|--------------------------------|----------------------|-------------------|----------------|----------------|-----|-----|---------|---------------------|-----|-----|---------|-----|
| RULES | ITEM | | | | | | | | | | | | |
| GOVERNING PUBLICATIONS | | | | | | | | | | | | | |
| <p>This tariff is governed, except as otherwise provided herein, by the following described tariffs and by supplements thereto or successive issues thereof:</p> <table border="1"> <thead> <tr> <th><u>TITLE OR KIND OF TARIFF</u></th> <th><u>ISSUING AGENT</u></th> <th><u>TARIFF NO.</u></th> <th><u>ICC NO.</u></th> </tr> </thead> <tbody> <tr> <td>Classification</td> <td>NMF</td> <td>100</td> <td>NMF 100</td> </tr> <tr> <td>Hazardous Materials</td> <td>ATA</td> <td>111</td> <td>ATA 111</td> </tr> </tbody> </table> | <u>TITLE OR KIND OF TARIFF</u> | <u>ISSUING AGENT</u> | <u>TARIFF NO.</u> | <u>ICC NO.</u> | Classification | NMF | 100 | NMF 100 | Hazardous Materials | ATA | 111 | ATA 111 | ♦10 |
| <u>TITLE OR KIND OF TARIFF</u> | <u>ISSUING AGENT</u> | <u>TARIFF NO.</u> | <u>ICC NO.</u> | | | | | | | | | | |
| Classification | NMF | 100 | NMF 100 | | | | | | | | | | |
| Hazardous Materials | ATA | 111 | ATA 111 | | | | | | | | | | |
| RULES GOVERNING THE TENDER OF GOODS TO CARRIER | | | | | | | | | | | | | |
| <p>The following rules will apply to all shipments tendered to the carrier:</p> <ol style="list-style-type: none"> 1. All rates, terms, and conditions of the transportation services provided by the carrier are subject to and governed by rules published in this tariff and in tariffs referencing this tariff, unless a written agreement, separate from the bill of lading, is signed by an authorized representative of the carrier and the consignor or consignee, or their authorized representative. 2. Carrier's drivers are not authorized to negotiate rates and terms of service. 3. Where a bill of lading, other than the uniform bill of lading or carrier's bill of lading, issued by a customer is used, the driver's signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of freight. 4. These rules, and all other information contained in this tariff are available to carriers' customers upon request | ♦20 | | | | | | | | | | | | |
| MINIMUM CHARGE | | | | | | | | | | | | | |
| <p>Except where otherwise provided, the minimum charge for a single shipment from one consignor to one consignee on one bill of lading moving on a direct basis within the carrier's area of operation shall be:</p> <ul style="list-style-type: none"> • Intra State - \$72.00 • Inter State Direct - \$79.00 <p>Note A: Any shipment moving out of the carriers direct basis will be \$125.00</p> | ♦30 | | | | | | | | | | | | |
| FUEL RELATED INCREASES | | | | | | | | | | | | | |
| <p>Except as otherwise more specifically provided, all line haul, pickup and delivery charges named herein, or in publications governed hereby, may be subject to a fuel surcharge. See item 80 for application</p> | ♦40 | | | | | | | | | | | | |
| DEFINING THE SALT LAKE CITY COMMERCIAL ZONE | | | | | | | | | | | | | |
| <p>For use with the rates and charges in this tariff, the commercial zone of Salt Lake City shall be defined as that area along the Wasatch Front between the cities of Farmington and Draper.</p> | ♦50 | | | | | | | | | | | | |
| PROHIBITED ARTICLES | | | | | | | | | | | | | |
| <p>Shipments containing any quantity of class A or B explosives will not be accepted.</p> | ♦60 | | | | | | | | | | | | |
| See Item 1000 for explanation of abbreviations and symbols. | | | | | | | | | | | | | |
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SUPERIOR SERVICE TRANSPORT, INC.

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|--|-------------------------|-------|-------------------------|-------|-------------------------|------|-------|-------------------------|-------|-------------------------|-------|-------------------------|----|------|----|------|-----|------|----|------|------|------|-----|----|----|------|-----|----|-----|----|----|-----|-----|------|-----|----|----|-----|-----|-------|-----|----|------|------|-----|------|-----|
| RULES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CARRIER'S LIABILITY | | | | | | ♦65 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Carrier's liability is limited to Note A. If a shipment with a value greater than Note A is inadvertently accepted, the carrier's liability will not exceed the maximum value per pound subject to a maximum liability of \$25,000.00 per shipment. Maximum value per pound will be determined by the actual Class of the freight tendered according to NMFC 100 tariff. In cases when there is an exception to the class (FAK) this is the class used to determine carrier maximum liability.</p> <p>Note A:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>CLASS</th> <th>MAXIMUM VALUE PER POUND</th> <th>CLASS</th> <th>MAXIMUM VALUE PER POUND</th> <th>CLASS</th> <th>MAXIMUM VALUE PER POUND</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>0.99</td> <td>85</td> <td>10.2</td> <td>175</td> <td>17.1</td> </tr> <tr> <td>55</td> <td>1.95</td> <td>92.5</td> <td>12.2</td> <td>200</td> <td>18</td> </tr> <tr> <td>60</td> <td>2.25</td> <td>100</td> <td>15</td> <td>250</td> <td>20</td> </tr> <tr> <td>65</td> <td>3.9</td> <td>110</td> <td>15.2</td> <td>300</td> <td>20</td> </tr> <tr> <td>70</td> <td>5.4</td> <td>125</td> <td>15.75</td> <td>400</td> <td>20</td> </tr> <tr> <td>77.5</td> <td>7.15</td> <td>150</td> <td>16.1</td> <td>500</td> <td>20</td> </tr> </tbody> </table> <p>Exceptions:</p> <ol style="list-style-type: none"> 1. Household goods (including personal effects) are limited to 10 cents per pound for each article in the shipment. 2. Items noting actual or released valuations in the National Motor Freight Classification shall apply as noted in those items except as noted in Exception 1. <i>(also see item 177)</i> 3. Any articles, as shown below, are limited to 50 cents per pound for each article in the shipment: <ul style="list-style-type: none"> • Agricultural Implements, other than hand • Agricultural Implement Parts • Aircraft Group • Artwork • Automobile Parts Group • Boiler Group • Camera Group • Carriers, Shipping Group • Conduits, other than Earthen Group • Drawing Instruments, Optical Goods, or Scientific Instruments, • Electrical Equipment and Parts • Filters, NOI • Furniture Group • Glass or Glassware • Machinery Group • Taxidermy, Animal Skins, Hides or Antlers • Tools or Parts Named • Vehicles, other than self-propelled 4. Shipments tendered for delivery under any other tariff will have a maximum value of \$2.00 per pound. 5. Shipments that originate/terminate involving freight forwarder or airfreight company will have a maximum liability \$.50 per pound. 6. Used articles are limited to 50 cents per pound for each article in the shipment. | | | | | | | CLASS | MAXIMUM VALUE PER POUND | CLASS | MAXIMUM VALUE PER POUND | CLASS | MAXIMUM VALUE PER POUND | 50 | 0.99 | 85 | 10.2 | 175 | 17.1 | 55 | 1.95 | 92.5 | 12.2 | 200 | 18 | 60 | 2.25 | 100 | 15 | 250 | 20 | 65 | 3.9 | 110 | 15.2 | 300 | 20 | 70 | 5.4 | 125 | 15.75 | 400 | 20 | 77.5 | 7.15 | 150 | 16.1 | 500 |
| CLASS | MAXIMUM VALUE PER POUND | CLASS | MAXIMUM VALUE PER POUND | CLASS | MAXIMUM VALUE PER POUND | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 | 0.99 | 85 | 10.2 | 175 | 17.1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 55 | 1.95 | 92.5 | 12.2 | 200 | 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60 | 2.25 | 100 | 15 | 250 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 65 | 3.9 | 110 | 15.2 | 300 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 70 | 5.4 | 125 | 15.75 | 400 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 77.5 | 7.15 | 150 | 16.1 | 500 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

See Item 1000 for explanation of abbreviations and symbols.

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SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

| Initial Release | |
|---|------|
| RULES | ITEM |
| <p align="center">COLLECT ON DELIVERY (COD) SHIPMENTS</p> <p>Shipments tendered on a COD basis must conform to the following provisions:</p> <ol style="list-style-type: none"> Shipments must be tendered on Uniform Straight, Straight Bill of Lading-Short Form, or Straight Bill of Lading forms as shown in the current issue of National Motor Freight Classification 100. The letters COD must show on all such Bill of Lading and shipping orders immediately before name of consignee; or, COD in red letters at least one inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or written across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. The COD amount, the name and address to which the COD amount is to be sent (<i>if different than the consignor</i>), and whether the COD fee is prepaid or collect must be prominently shown on the Bill of Lading and shipping order. Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee in accordance with Item 560 of National Motor Freight Classification. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one Bill of Lading. If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: 'Attached invoice (<i>or invoices</i>) to accompany shipment to destination.' COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person. COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carrier is responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carrier is responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carrier is not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods. The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee. Only the following forms of payment will be accepted in payment of COD shipments: (1) cash, up to a maximum of \$250.00; (2) bank cashier's check; (3) bank certified check; (4) money order; or (5) personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks and money orders for the COD amount shall be made payable to the consignor, or such party as may be designated by the consignor as the payee on the bill of lading and shipping order. When instructions to collect cash only are written on the bill of lading and shipping order, the carrier reserves the right to accept cash, cashier's check, certified check, money order or other similar instrument issued by or on behalf of the consignee. All checks, including cashier's checks and certified checks, and money orders tendered in payment of COD packages will be accepted by the carrier at consignor's risk including, but not limited to, the risk of nonpayment and forgery, and carrier shall not be liable upon any such instrument. | ♦70 |

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|---|----------------------|
| RULES | ITEM |
| <p>COLLECT ON DELIVERY (COD) SHIPMENTS <i>(continued)</i></p> <p>9. Any charge as provided for in this item for collection and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.</p> <p>10. Upon collection of a COD bill, carrier shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within 15 (<i>fifteen</i>) days after delivery of the COD shipment to the consignee.</p> <p>11. Charges for the collecting and remitting the amount of each COD bill will be assessed as follows:</p> <ul style="list-style-type: none"> • 5% of the COD Amount with a minimum charge of \$35.00. • The maximum charge for a COD fee will be \$1000.00 <p>12. (a) Carrier will, upon written request from the consignor, change the status of a COD shipment by increasing, reducing, or canceling the amount of the COD, subject to a charge of \$20.00. The request must be received by the carrier in time to accomplish the change requested prior to effecting delivery of the shipment.</p> <p>(b) Carrier will, upon written authorization from consignor, change the form of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to additional charge of \$19.00. If request is received after the shipment has been tendered for delivery and refused by the consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariff, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.</p> | <p>♦70 Cont.</p> |
| <p>REQUEST FOR DOCUMENTS OR COPIES OF DOCUMENTS</p> <p>When a party requests documents or copies of documents from the carrier, other than the original freight bill, a charge of \$9.50 per document or copy will be added to the freight bill where possible. Requests for such documents or copies must be in writing and must come from the party guaranteeing payment for the documents or copies.</p> | <p>♦75</p> |

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| RULES | | | | | | | | | ITEM |
| FUEL SURCHARGE APPLICATION | | | | | | | | | |
| <p>The carrier's base fuel price is \$1.00 per gallon including State and Federal Taxes. **Rocky Mountain Average updated weekly based on average published by the Energy Information</p> <p>When the average base price of fuel that SUPERIOR SERVICE TRANSPORT, INC. purchases from its suppliers, changes by five cents per gallon a 0.5% fuel surcharge may be imposed.</p> | | | | | | | | | |
| Fuel Greater Than or Equal To | Fuel Less Than | Fuel Surcharge % | Fuel Greater Than or Equal To | Fuel Less Than | Fuel Surcharge % | Fuel Greater Than or Equal To | Fuel Less Than | Fuel Surcharge % | ♦80 |
| \$1.10 | \$1.14 | 5.0% | \$2.30 | \$2.34 | 17.0% | \$3.50 | \$3.54 | 29.0% | |
| \$1.15 | \$1.19 | 5.5% | \$2.35 | \$2.39 | 17.5% | \$3.55 | \$3.59 | 29.5% | |
| \$1.20 | \$1.24 | 6.0% | \$2.40 | \$2.44 | 18.0% | \$3.60 | \$3.64 | 30.0% | |
| \$1.25 | \$1.29 | 6.5% | \$2.45 | \$2.49 | 18.5% | \$3.65 | \$3.69 | 30.5% | |
| \$1.30 | \$1.34 | 7.0% | \$2.50 | \$2.54 | 19.0% | \$3.70 | \$3.74 | 31.0% | |
| \$1.35 | \$1.39 | 7.5% | \$2.55 | \$2.59 | 19.5% | \$3.75 | \$3.79 | 31.5% | |
| \$1.40 | \$1.44 | 8.0% | \$2.60 | \$2.64 | 20.0% | \$3.80 | \$3.84 | 32.0% | |
| \$1.45 | \$1.49 | 8.5% | \$2.65 | \$2.69 | 20.5% | \$3.85 | \$3.89 | 32.5% | |
| \$1.50 | \$1.54 | 9.0% | \$2.70 | \$2.74 | 21.0% | \$3.90 | \$3.94 | 33.0% | |
| \$1.55 | \$1.59 | 9.5% | \$2.75 | \$2.79 | 21.5% | \$3.95 | \$3.99 | 33.5% | |
| \$1.60 | \$1.64 | 10.0% | \$2.80 | \$2.84 | 22.0% | \$4.00 | \$4.04 | 34.0% | |
| \$1.65 | \$1.69 | 10.5% | \$2.85 | \$2.89 | 22.5% | \$4.05 | \$4.09 | 34.5% | |
| \$1.70 | \$1.74 | 11.0% | \$2.90 | \$2.94 | 23.0% | \$4.10 | \$4.14 | 35.0% | |
| \$1.75 | \$1.79 | 11.5% | \$2.95 | \$2.99 | 23.5% | \$4.15 | \$4.19 | 35.5% | |
| \$1.80 | \$1.84 | 12.0% | \$3.00 | \$3.04 | 24.0% | \$4.20 | \$4.24 | 36.0% | |
| \$1.85 | \$1.89 | 12.5% | \$3.05 | \$3.09 | 24.5% | \$4.25 | \$4.29 | 36.5% | |
| \$1.90 | \$1.94 | 13.0% | \$3.10 | \$3.14 | 25.0% | \$4.30 | \$4.34 | 37.0% | |
| \$1.95 | \$1.99 | 13.5% | \$3.15 | \$3.19 | 25.5% | \$4.35 | \$4.39 | 37.5% | |
| \$2.00 | \$2.04 | 14.0% | \$3.20 | \$3.24 | 26.0% | \$4.40 | \$4.44 | 38.0% | |
| \$2.05 | \$2.09 | 14.5% | \$3.25 | \$3.29 | 26.5% | \$4.45 | \$4.49 | 38.5% | |
| \$2.10 | \$2.14 | 15.0% | \$3.30 | \$3.34 | 27.0% | \$4.50 | \$4.54 | 39.0% | |
| \$2.15 | \$2.19 | 15.5% | \$3.35 | \$3.39 | 27.5% | \$4.55 | \$4.59 | 39.5% | |
| \$2.20 | \$2.24 | 16.0% | \$3.40 | \$3.44 | 28.0% | \$4.60 | \$4.64 | 40.0% | |
| \$2.25 | \$2.29 | 16.5% | \$3.45 | \$3.49 | 28.5% | \$4.65 | \$4.69 | 40.5% | |

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| APPLICATION OF CLASSES – INADVERTENCE CLAUSE | | |
| <p>Shipper must show on bill of lading and shipping orders at time of shipment the actual density or density group as provided for in the provisions referencing this item or to Item 170 in the National Motor Freight Classification Tariff 100. If the actual density or density group is not shown and the shipment is inadvertently accepted, charges will initially be assessed on the basis of the class applicable to the lowest density provided. Upon submission of satisfactory proof of a higher actual density, freight charges will be adjusted to the basis of the class applicable to such density.</p> | | ♦170 |
| Initial Release | | |
| RULES | | ITEM |
| PREPAYMENT OR GUARANTEE OF CHARGES | | |
| <p>Shipments will be accepted subject to the following provisions:</p> <ol style="list-style-type: none"> 1. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under the applicable credit regulations. Such a shipment will not be accepted if the consignor executes Authorized Signature or Section 7 of the bill of lading. 2. If, in the judgment of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid. 3. If a shipment is required by any provision of the National Motor Freight Classification to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under the applicable credit regulations. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the bill of lading. 4. If a shipment is tendered to the carrier on a prepaid basis by a consignor who does not have an open account with the carrier and no prepayment has been made, the shipment will be considered to be collect. The shipment will then be delivered to the consignee on a collect basis. The consignor is responsible for establishing an open account with the carrier or for prepaying charges before a shipment is picked up by the carrier. | | ♦175 |
| LIMITATION OF CARRIER LIABILITY ON RELEASED VALUE ITEMS SHOWN IN NMFC WHERE VALUE IS NOT DECLARED BY THE SHIPPER | | |
| <p>Where items shown in the National Motor Freight Classification requires a released value or “not taken”, and the shipper fails to declare value as required by the provisions, the shipment will not be accepted, but if shipment is inadvertently accepted, the carrier liability shall not exceed \$5.00 per pound subject to a maximum liability of \$25,000.00 per shipment.</p> | | ♦177 |
| HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE – INSIDE DELIVERY | | |
| <p>When requested by the consignor or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading position at the consignor's or consignee's place of business or residence.</p> | | ♦200 |

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|---|------|
| <p>Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator service is available and labor, when necessary to operate same, is provided without cost to the carrier.</p> <p>Charges for service provided under this item will be assessed on the basis of \$5.00 per hundredweight, subject to a minimum of \$50.00 and a maximum of \$250.00.</p> <p>The charges provided in this item will be in addition to all other lawful charges</p> | |
| Initial Release | |
| RULES | |
| HYDRAULIC LIFT GATE SERVICE | |
| <p>When upon request of the consignor or consignee, pick-up and/or delivery service is performed employing hydraulic lift gate equipment; an additional charge of \$3.00 per hundredweight, subject to a minimum charge of \$50.00 will be assessed. In no case will the maximum charge exceed \$250.00.</p> <p>The charges provided in this item will be in addition to all other lawful charges</p> <p>This service will be limited to points served direct by the carrier, and by the local availability of the carrier's equipment. Service will only be rendered at such locations as are safe and accessible to the vehicle.</p> | ♦210 |
| HAZARDOUS MATERIAL HANDLING | |
| <p>SVXL may accept shipments of hazardous materials or radioactive materials for transportation in accordance with the transportation requirements of the US Department of Transportation and the US Nuclear Regulatory Commission, subject to the following provisions:</p> <ol style="list-style-type: none"> 1. As used herein, Hazardous Materials means articles described in Title 49, CFR. When service is provided by carrier to transport materials defined in Title 49 CFR, an additional charge of \$11.00 will be assessed to each shipment. When a shipment is accorded split delivery or stopped in transit for partial loading or unloading these charges will apply to each stop separately, wherever the service is performed. Shipments of radioactive material moving in quantities designated by the Department of Transportation as "Highway Route Controlled Quantities" (HRC), as defined in 49 CFR Section 173.403 will not be accepted for transportation. 2. Shipments of hazardous waste (as defined in Section 171.3 of ATA Haz-Mat Transport Regs) will not be accepted for transportation. 3. Shipments requiring any category of radioactive label or exclusive use markings will not be accepted (Yellow III label). Shipments of radioactive materials prepared under 49 CFR 173.421, titled "Excepted packages for limited quantities of class 7 materials"; and 49 CFR 173.422 and 173.424, titled "Excepted packages for radioactive instruments and articles" will continue to be accepted (Yellow I and II label). 4. Shipments requiring Explosives division 1.1, 1.2 and 1.3 labeling as described under 49 CFR 173.50. Shipments requiring Explosives division 1.4, 1.5 and 1.6 as described under 49 CFR 173.50 will continue to be accepted. | ♦220 |

SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

| | | |
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| NON-COMMERCIAL PICKUP OR DELIVERY | | ♦230 |
| <p>When requested and the carriers operating conditions permit, the carrier may deliver or pick up shipments to schools, colleges, churches, residential or any other party not in a commercial delivery zone.</p> <p>Charges for service provided under this item will be assessed on the basis of \$4.00 per hundredweight, subject to a minimum of \$50.00 and a maximum of \$250.00.</p> | | |

Initial Release

| RULES | | ITEM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------|----------|------|-----|-------|----------------------|----------|-------|-----------|----------|-------|-----------|----------|-------|---|----------|--------------|----------|------------------------------|----------|--------------------|----------|-------------------|----------|-------|----------------------|----------|-------|--------------------------------------|----------|------------------------------------|----------|---|----------|---------------|----------|-------|---------------|----------|--------------|----------|-------|-------------|----------|-------|---|----------|-------------------|----------|--------------|----------|---------------------------|----------|-----------|----------|-------|--------------------|----------|-------|---------------|
| MINE SITE FEE | | ♦231 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>When requested and the carriers operating conditions permit, the carrier may deliver or pick up shipments to mines, solar farms and/or wind farms.</p> <p>Unless otherwise noted, charges for the service provided under this item will be assessed on the basis of \$4.00 CWT, subject to a min charge of \$100 with a maximum or \$950</p> <p>Exception to minimum charge:</p> <table border="1"> <thead> <tr> <th>Zip Code</th> <th>Site</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>83610</td> <td>Brownlee Power Plant</td> <td>\$225.00</td> </tr> <tr> <td>84026</td> <td>Oil Sands</td> <td>\$200.00</td> </tr> <tr> <td>84063</td> <td>Oil Sands</td> <td>\$200.00</td> </tr> <tr> <td rowspan="5">84078</td> <td>All Shipments to Fidlar Road Glen Bench Road, White River Bridge, etc</td> <td>\$150.00</td> </tr> <tr> <td>Anadarko APS</td> <td>\$150.00</td> </tr> <tr> <td>Anadarko Bridge Laydown Yard</td> <td>\$150.00</td> </tr> <tr> <td>Anadarko Petroleum</td> <td>\$150.00</td> </tr> <tr> <td>Chipeta Gas Plant</td> <td>\$150.00</td> </tr> <tr> <td>84638</td> <td>Ashgrove Cement West</td> <td>\$150.00</td> </tr> <tr> <td rowspan="4">84648</td> <td>All Facilities at 3606 County RD 116</td> <td>\$275.00</td> </tr> <tr> <td>Gas Odorant Services and Support I</td> <td>\$275.00</td> </tr> <tr> <td>Deserado Mine also known as Blue Mount Energy</td> <td>\$275.00</td> </tr> <tr> <td>Utah Gas Corp</td> <td>\$275.00</td> </tr> <tr> <td rowspan="2">84542</td> <td>Eccles Canyon</td> <td>\$250.00</td> </tr> <tr> <td>Skyline Mine</td> <td>\$250.00</td> </tr> <tr> <td>84654</td> <td>Suffco Mine</td> <td>\$150.00</td> </tr> <tr> <td rowspan="5">89301</td> <td>Bald Mountain Mine and Surrounding Area</td> <td>\$275.00</td> </tr> <tr> <td>Foreland Refinery</td> <td>\$275.00</td> </tr> <tr> <td>KG Mining Co</td> <td>\$275.00</td> </tr> <tr> <td>Pan Gold/GRP Pan LLC/etc.</td> <td>\$100.00</td> </tr> <tr> <td>Wind Farm</td> <td>\$100.00</td> </tr> <tr> <td>89315</td> <td>Bald Mountain Mine</td> <td>\$275.00</td> </tr> <tr> <td>89319</td> <td>Gold Bar Mine</td> <td>\$275.00</td> </tr> </tbody> </table> | | | Zip Code | Site | Fee | 83610 | Brownlee Power Plant | \$225.00 | 84026 | Oil Sands | \$200.00 | 84063 | Oil Sands | \$200.00 | 84078 | All Shipments to Fidlar Road Glen Bench Road, White River Bridge, etc | \$150.00 | Anadarko APS | \$150.00 | Anadarko Bridge Laydown Yard | \$150.00 | Anadarko Petroleum | \$150.00 | Chipeta Gas Plant | \$150.00 | 84638 | Ashgrove Cement West | \$150.00 | 84648 | All Facilities at 3606 County RD 116 | \$275.00 | Gas Odorant Services and Support I | \$275.00 | Deserado Mine also known as Blue Mount Energy | \$275.00 | Utah Gas Corp | \$275.00 | 84542 | Eccles Canyon | \$250.00 | Skyline Mine | \$250.00 | 84654 | Suffco Mine | \$150.00 | 89301 | Bald Mountain Mine and Surrounding Area | \$275.00 | Foreland Refinery | \$275.00 | KG Mining Co | \$275.00 | Pan Gold/GRP Pan LLC/etc. | \$100.00 | Wind Farm | \$100.00 | 89315 | Bald Mountain Mine | \$275.00 | 89319 | Gold Bar Mine |
| Zip Code | Site | Fee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 83610 | Brownlee Power Plant | \$225.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84026 | Oil Sands | \$200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84063 | Oil Sands | \$200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84078 | All Shipments to Fidlar Road Glen Bench Road, White River Bridge, etc | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Anadarko APS | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Anadarko Bridge Laydown Yard | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Anadarko Petroleum | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Chipeta Gas Plant | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84638 | Ashgrove Cement West | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84648 | All Facilities at 3606 County RD 116 | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Gas Odorant Services and Support I | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Deserado Mine also known as Blue Mount Energy | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Utah Gas Corp | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84542 | Eccles Canyon | \$250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Skyline Mine | \$250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84654 | Suffco Mine | \$150.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 89301 | Bald Mountain Mine and Surrounding Area | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Foreland Refinery | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | KG Mining Co | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Pan Gold/GRP Pan LLC/etc. | \$100.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Wind Farm | \$100.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 89315 | Bald Mountain Mine | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 89319 | Gold Bar Mine | \$275.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

See Item 1000 for explanation of abbreviations and symbols.
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SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

| | | | |
|---|--------------------------------------|----------|------|
| 89319 | Robinson Nevada Mining Co | \$150.00 | |
| 89414 | Barrick Turquoise Ridge | \$100.00 | |
| | Klondex Hollister Mine | \$150.00 | |
| 89438 | Marigold Mining Company | \$150.00 | |
| 89801 | Jerritt Canyon Gold Mine | \$150.00 | |
| 89803 | Bald Mountain Mine | \$275.00 | |
| 89820 | Gold Quarry Mine | \$100.00 | |
| | Newmont Gold Company | \$100.00 | |
| 89821 | Air Liquid Process & Const. | \$100.00 | |
| | Barrick/Cortez Mine | \$100.00 | |
| | Chemours | \$100.00 | |
| | Klondex Mines Fire Creek | \$100.00 | |
| | Newmont Nevada Energy Power Plant | \$100.00 | |
| 89822 | Emigrant Mine | \$150.00 | |
| | Newmont Mining Corp or Barrick Gold. | \$100.00 | |
| 89835 | Newmont Long Canyon Mine | \$100.00 | |
| Initial Release | | | |
| RULES | | | |
| SECURED OR LIMITED ACCESS | | | |
| <p>When requested and the carriers operating conditions permit, the carrier may deliver or pick up shipments to camps, military facilities, court houses, detention facilities, jails prisons, state or national parks, ski resorts or any area that requires permitting or inspection of vehicle and driver before accessing location.</p> <p>Charges for service provided under this item will be assessed on the basis of \$4.00 per hundredweight, subject to a minimum charge of \$40.00 and maximum of \$450.00</p> <p>Exception to minimum charge:</p> <ul style="list-style-type: none"> • Big Cottonwood Canyon Deliveries, including but not exclusively consigned to Brighton Ski Resort and Solitude Ski Resort minimum charge shall be\$100.00 • Little Cottonwood Canyon Deliveries, including but not exclusively consigned to Alta Ski Resort and Snowbird Ski Resort minimum charge shall be\$100.00 | | | ♦232 |

SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

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|--|--|--|-----------------------------------|---------|------|
| Initial Release | | | | | |
| RULES | | ITEM | | | |
| HOURLY RATES FOR MOVEMENT OF CHASSIS | | | | | |
| <table border="1"> <tr> <td align="center">TYPE OF VEHICLE USED</td> <td align="center">RATES IN DOLLARS AND CENTS PER QUARTER HOUR OR FRACTION THERE OF</td> </tr> <tr> <td align="center">Tractor with trailer, with driver</td> <td align="center">\$25.00</td> </tr> </table> | TYPE OF VEHICLE USED | RATES IN DOLLARS AND CENTS PER QUARTER HOUR OR FRACTION THERE OF | Tractor with trailer, with driver | \$25.00 | ♦310 |
| TYPE OF VEHICLE USED | RATES IN DOLLARS AND CENTS PER QUARTER HOUR OR FRACTION THERE OF | | | | |
| Tractor with trailer, with driver | \$25.00 | | | | |
| <ol style="list-style-type: none"> These charges will apply for the movement of a chassis between a rail terminal and a storage yard designated by the party paying the charges. The minimum charge shall be \$94.50 for each movement. The total time will be computed beginning when the driver is dispatched from the carrier's terminal facility, and ending when he returns to the carrier's terminal facility. | | | | | |
| STOPPING IN TRANSIT FOR PARTIAL LOADING OR UNLOADING | | | | | |
| <p>A shipment tendered on one bill of lading or shipping order from one consignor at one point of origin at one time, consigned to one consignee at one destination may be stopped in transit at any point or place for the purpose of partial loading or unloading, subject to the provisions of paragraphs (1), (2), (3), (4), (5), (6), (7) and (8) below:</p> <ol style="list-style-type: none"> Stop-off will only be permitted at points within the scope of carrier's operation as set forth in Item 100. The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of party from or to whom each portion is to be picked up or delivered. If pickup or delivery is made to two or three different addresses or locations in the same point (city or town), each pickup or delivery will be considered a separate stop in the application of this rule. The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited. On shipments stopped off for partial loading or unloading, charges shall be determined on the basis of the minimum weight, or actual weight when greater, of the entire shipment and at the rate applicable from the point of origin to the final destination, except that when the rate from original point of origin to any stop-off point, or, when the rate from any stop-off point to destination, is higher, the rate resulting in the higher charge will be applied. The charge for each stop-off in transit for partial loading or unloading shall be \$79.00 which charge shall be in addition to all other applicable charges. Stopping in transit for partial loading or unloading will not be permitted on shipments when in bulk, consigned "COD", "To Order", "Order Notify" or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignor requiring surrender or presentation of the bill of lading, a written order or any other document as a condition precedent to delivery at stop-off point, or moving charges collect. Agent at the stop-off point, or if there be no agent at such point, the driver of the vehicle shall obtain in writing a statement such as the notation on the freight bill of the quantity, description and weight of the portion of the shipment loaded or unloaded at the stop-off point or points. (h) Stops to partially unload will be permitted only at points beyond the last stop for partial loading. | | ♦320 | | | |

See Item 1000 for explanation of abbreviations and symbols.

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Issued By
 Pricing Manager
 2964 S 460 W
 Salt Lake City, UT 84115-3486

SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

| Initial Release | | | | | | | | | | | | | | | | | |
|---|--------------------------------------|------------------------|--------------------------------------|------------------------|--|---------|---------|--|----------|----------|----------------------------|----------|----------|---------------------|----------|------------|------|
| RULES | | | | | | | | | | | | | | | | | |
| RECONSIGNMENT and REDELIVERY CHARGES | | | | | | | | | | | | | | | | | |
| <p>1. If a shipment is to be reconsigned from the original destination to another location, the carrier must be informed in writing by the shipper or another party if they are responsible for the charges. There will be no extra charge if the information is received by the carrier before the shipment leaves carrier's pickup terminal facility. However, once the shipment is in transit or has been tendered for delivery, the reconsignment charge will be figured from the original destination to the new location using carrier's class rates. In no case, will the charge be less than \$47.50.</p> <p>2. (a) When a shipment has been tendered for delivery but not received by the consignee during the first attempt, a charge will be assessed to make a second attempt to deliver the goods, and for each subsequent attempt as requested by the paying party until the goods have been received by the consignee. The charge for this service will be computed using class rates from the carrier's terminal where the goods were returned to the consignee's receiving location. In no case, will the charge be less than \$47.50. (b) A redelivery charge will also be assessed after the carrier has met the requirements of a delivery appointment but, due to no fault of its own, must make a second appointment to attempt delivery.</p> <p>3. The charges under this item will be in addition to all other applicable charges and must be guaranteed in writing by the party requesting the reconsignment or redelivery.</p> | ♦330 | | | | | | | | | | | | | | | | |
| EXTRA LABOR - LOADING, UNLOADING OR SPECIAL FREIGHT HANDLING | | | | | | | | | | | | | | | | | |
| <p>When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading, unloading or special freight handling. At each location where extra labor is used, the charge will be as follows:</p> <table border="1"> <thead> <tr> <th align="center"><u>Days - Hours</u></th> <th align="center">Per man per hour or fraction thereof</th> <th align="center">Minimum charge per man</th> </tr> </thead> <tbody> <tr> <td>8:00 AM to 5:00 PM Monday through Friday (except holidays)</td> <td align="center">\$73.50</td> <td align="center">\$73.50</td> </tr> <tr> <td>5:00 PM to 8:00 AM Monday through Friday (except holidays)</td> <td align="center">\$111.00</td> <td align="center">\$111.00</td> </tr> <tr> <td>Saturday (except holidays)</td> <td align="center">\$111.00</td> <td align="center">\$612.00</td> </tr> <tr> <td>Sunday and holidays</td> <td align="center">\$314.00</td> <td align="center">\$1,875.00</td> </tr> </tbody> </table> <p>Time shall be computed from the time the extra labor begins at the place of pickup, delivery or carriers dock until loading, unloading or the special handling is completed. This charge will be in addition to all other applicable charges, and will be assessed against the consignor if the labor is used for loading and against the consignee if the extra labor is used for unloading, or against the party requesting the special handling. A record of starting and ending times as well as the name or names of the carrier's employees involved will be made on the delivery receipt.</p> <p>Special handling shall include, but not be limited to, repalletizing and packaging freight; sorting, segregating and retagging; and, any other service requested by the paying party that is not covered in any other item of this tariff.</p> <p>Extra labor will not be furnished unless requested by the paying party and confirmed via facsimile transmission.</p> <p>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.</p> | | <u>Days - Hours</u> | Per man per hour or fraction thereof | Minimum charge per man | 8:00 AM to 5:00 PM Monday through Friday (except holidays) | \$73.50 | \$73.50 | 5:00 PM to 8:00 AM Monday through Friday (except holidays) | \$111.00 | \$111.00 | Saturday (except holidays) | \$111.00 | \$612.00 | Sunday and holidays | \$314.00 | \$1,875.00 | ♦340 |
| <u>Days - Hours</u> | Per man per hour or fraction thereof | Minimum charge per man | | | | | | | | | | | | | | | |
| 8:00 AM to 5:00 PM Monday through Friday (except holidays) | \$73.50 | \$73.50 | | | | | | | | | | | | | | | |
| 5:00 PM to 8:00 AM Monday through Friday (except holidays) | \$111.00 | \$111.00 | | | | | | | | | | | | | | | |
| Saturday (except holidays) | \$111.00 | \$612.00 | | | | | | | | | | | | | | | |
| Sunday and holidays | \$314.00 | \$1,875.00 | | | | | | | | | | | | | | | |

SUPERIOR SERVICE TRANSPORT, INC.

TARIFF SVXL 100

| | | | | | | | | | |
|---|---|--------|--------------------------------------|--------|---|---------|--|----------|------|
| Initial Release | | | | | | | | | |
| RULES | ITEM | | | | | | | | |
| STORAGE | | | | | | | | | |
| <p>Freight held in carrier's possession by reason of an act or an omission of the consignor, consignee or owner and through no fault of the carrier, will be considered stored beginning at 7:00 AM on the fourth day after a Notice of Refused Or On Hand Freight has been sent by the carrier's representative to the party responsible of the disposition of the freight.</p> <p>Charges for freight stored in the carriers possession will be subject to the following charges:</p> <table border="0"> <tr> <td>For each 100 pounds, or fraction thereof per 24 hours or part thereof</td> <td>\$1.59</td> </tr> <tr> <td>Minimum storage charge per day</td> <td>\$8.50</td> </tr> <tr> <td>Minimum storage charge per shipment</td> <td>\$46.00</td> </tr> <tr> <td>Minimum storage charge per 28-foot trailer per week of part there of</td> <td>\$679.00</td> </tr> </table> <p>Note 1: Storage charges will apply seven days per week, including holidays.</p> | For each 100 pounds, or fraction thereof per 24 hours or part thereof | \$1.59 | Minimum storage charge per day | \$8.50 | Minimum storage charge per shipment | \$46.00 | Minimum storage charge per 28-foot trailer per week of part there of | \$679.00 | ♦350 |
| For each 100 pounds, or fraction thereof per 24 hours or part thereof | \$1.59 | | | | | | | | |
| Minimum storage charge per day | \$8.50 | | | | | | | | |
| Minimum storage charge per shipment | \$46.00 | | | | | | | | |
| Minimum storage charge per 28-foot trailer per week of part there of | \$679.00 | | | | | | | | |
| DETENTION - VEHICLES WITH POWER UNITS | | | | | | | | | |
| <p>DETENTION OF VEHICLE - This item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailer load rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipments to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.</p> <p>DETENTION: VEHICLES WITH POWER UNITS - This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:</p> <p>SECTION 1. GENERAL PROVISIONS</p> <p>(a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the purposes of this item, the term "truckload rates" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.</p> <p>(b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.</p> | ♦400 | | | | | | | | |
| See Item 1000 for explanation of abbreviations and symbols. | | | | | | | | | |
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SUPERIOR SERVICE TRANSPORT, INC.

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| <p>(c) Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.</p> <p>(d) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. <i>(See Note A.)</i></p> | | | | | | | | | | | | | | | | | | | | | | | |
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| DETENTION – VEHICLES WITH POWER UNITS (continued) | | | | | | | | | | | | | | | | | | | | | | | |
| SECTION 3 – COMPUTATION OF TIME (continued) | | | | | | | | | | | | | | | | | | | | | | | |
| <p>1. If carrier's vehicle arrives prior to the scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.</p> <p>(c) Conditions governing the computation of time:</p> <p>1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.</p> <p>2. When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:</p> <p style="margin-left: 40px;">i. to request that the vehicle without power remain at its premises subject to the provisions of Section 4(d); or</p> <p style="margin-left: 40px;">ii. to request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.</p> <p>3. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, such time will be excluded from computation of free time, or will be excluded from the computation of time in excess of free time.</p> <p>SECTION 4. FREE TIME</p> <p>(a) Free time shall be computed as follows:</p> | ♦400 cont. | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Actual Weight In Pounds Per Vehicle Stop <i>(see Note B)</i></th> <th style="text-align: center;">Free Time in Minutes per Vehicle Stop</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Less than 1,000</td><td style="text-align: center;">15</td></tr> <tr><td style="text-align: center;">1,000 but less than 2,500</td><td style="text-align: center;">30</td></tr> <tr><td style="text-align: center;">2,500 but less than 5,000</td><td style="text-align: center;">45</td></tr> <tr><td style="text-align: center;">5,000 but less than 7,500</td><td style="text-align: center;">60</td></tr> <tr><td style="text-align: center;">7,500 but less than 10,000</td><td style="text-align: center;">90</td></tr> <tr><td style="text-align: center;">10,000 but less than 20,000</td><td style="text-align: center;">120</td></tr> <tr><td style="text-align: center;">20,000 but less than 28,000</td><td style="text-align: center;">180</td></tr> <tr><td style="text-align: center;">28,000 but less than 36,000</td><td style="text-align: center;">240</td></tr> <tr><td style="text-align: center;">36,000 but less than 44,000</td><td style="text-align: center;">300</td></tr> <tr><td style="text-align: center;">44,000 or more</td><td style="text-align: center;">360</td></tr> </tbody> </table> | Actual Weight In Pounds Per Vehicle Stop <i>(see Note B)</i> | Free Time in Minutes per Vehicle Stop | Less than 1,000 | 15 | 1,000 but less than 2,500 | 30 | 2,500 but less than 5,000 | 45 | 5,000 but less than 7,500 | 60 | 7,500 but less than 10,000 | 90 | 10,000 but less than 20,000 | 120 | 20,000 but less than 28,000 | 180 | 28,000 but less than 36,000 | 240 | 36,000 but less than 44,000 | 300 | 44,000 or more | 360 | |
| Actual Weight In Pounds Per Vehicle Stop <i>(see Note B)</i> | Free Time in Minutes per Vehicle Stop | | | | | | | | | | | | | | | | | | | | | | |
| Less than 1,000 | 15 | | | | | | | | | | | | | | | | | | | | | | |
| 1,000 but less than 2,500 | 30 | | | | | | | | | | | | | | | | | | | | | | |
| 2,500 but less than 5,000 | 45 | | | | | | | | | | | | | | | | | | | | | | |
| 5,000 but less than 7,500 | 60 | | | | | | | | | | | | | | | | | | | | | | |
| 7,500 but less than 10,000 | 90 | | | | | | | | | | | | | | | | | | | | | | |
| 10,000 but less than 20,000 | 120 | | | | | | | | | | | | | | | | | | | | | | |
| 20,000 but less than 28,000 | 180 | | | | | | | | | | | | | | | | | | | | | | |
| 28,000 but less than 36,000 | 240 | | | | | | | | | | | | | | | | | | | | | | |
| 36,000 but less than 44,000 | 300 | | | | | | | | | | | | | | | | | | | | | | |
| 44,000 or more | 360 | | | | | | | | | | | | | | | | | | | | | | |
| <p>Note B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.</p> <p>(b) When at least 90% of the shipment weight <i>(exclusive of pallet weight)</i> is loaded on pallets, or when the shipment is loaded on flatbed or other open-top equipment, except that, when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4(a).</p> <p>(c) When more than one truckload or a truckload shipment and one or more less-than-truckload (LTL) any</p> | | | | | | | | | | | | | | | | | | | | | | | |
| See Item 1000 for explanation of abbreviations and symbols. | | | | | | | | | | | | | | | | | | | | | | | |
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quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all other instances the individual shipment weight will be used.

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ITEM

DETENTION – VEHICLES WITH POWER UNITS (continued)
SECTION 4. FREE TIME (continued)

- (d) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
 - (1) If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
 - (2) If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
- (e) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
- (f) Loading and unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

SECTION 5. CHARGES

When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$27.00.

SECTION 6. RECORDS

A written record of the following information must be maintained by the carrier on all truckload shipments, and such record must be available at all times:

- (a) Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded;
- (b) Identification of vehicle tendered for unloading;
- (c) Date and time of notification of arrival of the vehicle for loading or unloading;
- (d) Date and time loading or unloading is begun;
- (e) Date and time loading or unloading is completed;
- (f) (f) Date and time vehicle is released by consignor, consignee, or other party at place of pickup or delivery after loading or unloading is completed;
- (g) Actual time of nonworking periods;
- (h) Total actual weight of shipment loaded or unloaded;
- (i) Whether articles are tendered under a prearranged schedule for loading or unloading;
- (j) Date and time specified for vehicles tendered under a prearranged schedule;
- (k) Alternative arrangement made when a vehicle is tendered under a prearranged schedule that was not adhered to.

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cont.

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| <p align="center">DETENTION – VEHICLES <u>WITHOUT</u> POWER UNITS</p> <p>DETENTION OF VEHICLE - This item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailer load rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipments to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.</p> <p>DETENTION: VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING OF TRAILERS- (See Note A) This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:</p> <p style="padding-left: 40px;">Note A: For the purposes of this item, the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.</p> <p>SECTION 1. GENERAL PROVISIONS</p> <ul style="list-style-type: none"> (a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit. (b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count." (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier. (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee. (e) Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4. (f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect. (g) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours. | ♦401 |

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| DETENTION - VEHICLES <u>WITHOUT</u> POWER UNITS – (continued) | | |
| SECTION 2. DEFINITIONS | | |
| <p>The following definitions will apply when these terms are used in this item:</p> <p>(a) "Vehicle" means tractor-trailer combinations used for the transportation of property where:</p> <p>(1) "Trailer" means mobile units, with or without wheels, used to transport property and,</p> <p>(2) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.</p> <p>(b) "Loading" includes:</p> <p>(1) Furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment, and</p> <p>(2) Notification to the carrier that the vehicle is loaded and ready for forwarding.</p> <p>(c) "Unloading" includes:</p> <p>(1) Surrender of the Bill of lading to the carrier on shipments billed "To Order";</p> <p>(2) Payment of lawful charges to the carrier when required prior to delivery of the shipment;</p> <p>(3) Notification to the carrier that vehicle is unloaded, and;</p> <p>(4) Signing of the delivery receipt.</p> <p>(d) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.</p> <p>(e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.</p> <p>(f) "Normal nonworking periods" mean meal, coffee, and rest breaks.</p> <p>(g) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.</p> <p>(h) "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free shall accrue as provided in Section 3.</p> | | <p>♦401 cont.</p> |
| <p>SECTION 3. COMPUTATION OF FREE TIME-</p> <p>(a) Commencement of spotting and free time:</p> <p>(1) Spotted trailer will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by the consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.</p> <p>(2) When any portion of the 24-hour free time extends into a Saturday, Sunday, or holiday the computation of time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, nor holiday.</p> <p>(3) Free time shall not begin on a Saturday, Sunday, or holiday, but at 8:00 a.m. on the next day which is neither a Saturday, Sunday, nor holiday.</p> <p>(4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.</p> | | |

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| <p>DETENTION - VEHICLES <u>WITHOUT</u> POWER UNITS <i>(continued)</i></p> <p>SECTION 3. COMPUTATION OF FREE TIME <i>(continued)</i></p> <p>(b) Termination of spotting and notification:</p> <p>(1) Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.</p> <p>(2) When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:</p> <p>i. If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.</p> <p>ii. If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power and no further free time allowed.</p> <p>(c) Prearranged scheduling:</p> <p>(1) Upon reasonable request of consignor, consignee, or other designated by them, carrier will, without additional charge enter into a prearranged schedule for the arrival of trailer for spotting.</p> <p>(2) If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.</p> <p>(3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.</p> <p>SECTION 4. CHARGES</p> <p>(a) After the expiration of free time as provided in Section 3(a) of this item, General Detention Charges for detaining a trailer will be \$265.00 per 24-hour period, or part thereof.</p> <p>(b) No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 400.</p> <p>(c) When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded or empty trailer detained on their premises, a detention charge of \$73.50 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included when computing these charges.</p> | | <p>♦401 cont.</p> |

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| DETENTION - VEHICLES WITHOUT POWER UNITS <i>(continued)</i> | |
| SECTION 5. RECORDS | |
| <p>A written record of the following information must be maintained by the carrier on all spotted trailers, and such record must be kept available at all times:</p> <ul style="list-style-type: none"> (a) Name and address of consignor, consignee, or other party at whose premises the trailer is spotted; (b) Identification of spotted trailer; (c) Date and time of arrival of the trailer for spotting; (d) Date and time notification was received by carrier that spotted trailer was ready; (e) Date and time of arrival and departure of power unit for pickup; (f) The duration of any strike-induced delay on the premises of consignor, consignee, or other designated party which resulted in carriers inability to obtain the release of any trailer, and any actions taken to hasten the release; (g) Whether trailers are spotted under a prearranged schedule; and, (h) Date and time specified when trailers are spotted under prearranged schedule. | |
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| EXPLANATION OF ABBREVIATIONS AND SYMBOLS | | |
| Abbreviations or Symbols | Explanation | |
| C | Hundred Pounds | ♦1000 |
| CWT | Hundredweight | |
| Inc. | Incorporated | |
| lbs. | Pounds | |
| M | Thousand Pounds | |
| NMF | National Motor Traffic Association, Inc., Agent | |
| NMFC | National Motor Freight Classification | |
| No. | Number | |
| Pup | 28-foot Trailer | |
| RMB | Rocky Mountain Motor Tariff Bureau, Inc., Agent | |
| Set | Two 28-foot trailers moving together | |
| SVXL | Superior Service Transport. | |
| + | Newest Revised or Added Page or Item | |
| \$ | Dollars | |
| % | Percent | |

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| See Item 1000 for explanation of abbreviations and symbols. | |
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