

**Rules Circular**

These rules cover both intra and inter state loads.

**Territorial Scope** – Styer Transportation Co. operates within the 48 contiguous United States.

**Service**

Styer Transportation Co. provides a full array of transportation services including full truckload van service, partial truckload van service, local cartage, trailer spotting, freight brokerage, warehousing, hazmat transportation, refrigerated, and protect from freezing transportation.

**Rates** –

- Shipments will be billed as cents per mile and based on lineal feet of the trailer space. Over thirty (30) lineal feet of space is considered a full truckload. If terms are other than cents per mile (ex. Cents per hundred weight), those terms must be documented in writing prior to pick up of the load at the shipper.
- The shipment must be of legal weight for the trailer and tractor weight combination. (under 45,000 pounds)
- Full truckloads (defined as 30 lineal feet or more) will have a minimum charge of \$450.
- Styer uses PC Miler by ALK to compute mileage for purposes of customer charges. Practical route mileage is used.

**Stops -**

**Extra stops** to either partially load or unload will be billed at \$70 for the first extra stop and \$100 for subsequent extra pickups. The initial pick up and the final delivery location are included in the cents per mile rate.

Extra stops at the same facility (different dock doors, etc.) will be billed at \$30 per extra trailer spotting.

**Protected (Heated) / Refrigerated Service -**

Protect from freezing service and refrigerated service is available. Protected (heated) service is not guaranteed to maintain temperatures more than 30 degrees above the ambient outdoor temperature. Protected (heated) service will be billed at an additional \$.30/mile. Refrigerated service will be billed at an additional \$.40/mile. Both protected (heated) and refrigerated service will have a minimum charge of \$25 and maximum charge of \$350.

**Hazardous Materials** –

- Hazardous material transportation is available. It is the shipper's responsibility to ensure that the shipment complies with the Hazardous Materials Act with respect to labeling and placarding and to supply the Styer driver with the proper placards in a quantity of 5. Shipping documents must be filled out as prescribed in the

Hazardous Material Acts. Shippers are responsible for ensuring that the shipment is secured in the trailer.

- Hazardous material loads that require placards will be invoiced with an additional charge of \$.20 per mile with a minimum charge of \$25 and maximum charge of \$350.
- Styer retains the right to refuse any hazardous material should they feel a hazard is presented
- Styer will not haul the following:
  - packaged metal scrap
  - broken glass
  - garbage or refuse
  - bulk cotton, seed or grain
  - any non-packaged product loaded loose on the floor (ex. Grain, cotton, seed, dirt, sand)
  - Leaking or damaged containers that could leak onto trailer floors
  - Carbon black
  - Prohibited Haz Mat – Classes 1.1, 1.2, 1.3, 2.1 bulk, 2.2 bulk, 2.3, 6.1 or 7 or hazardous waste

#### **Pick Ups and Deliveries -**

- Pick ups and deliveries are to be made during regular business hours Monday through Friday excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Arrangements for deliveries and pick ups outside these times must be coordinated with Styer's dispatch and confirmed in writing.
- Pick-up and delivery on Holidays or weekends will be charged an extra \$250
- Pick-ups and deliveries are expected to be made to commercial establishments with dock facilities. Customers are expected to arrange for loading and unloading in situations where dock facilities do not exist. In addition, customers will be charged at a rate of \$75 per hour for additional time required to load and/or unload the product when dock facilities do not exist.
- Styer's drivers will be available for one (1) hour for pick-ups and deliveries. If scheduled pick ups or deliveries extend past this one-hour window, the customer responsible for freight charges will be charged at a rate of \$75 per hour for all time over the one (1) hour window.
- Pickups and deliveries into and out of New York City boroughs will contain a \$450 additional charge.
- Styer Transportation will be excused from delivery obligations due to 1) Acts of God 2) Acts of Public Enemy 3) Act of Shipper 4) Act of Public Authority 5) Inherent Nature or Vice of the Goods. In addition, Styer will be excused from delivery obligations when the delivery or pickup is impractical through no fault or neglect of Styer because of the following:
  - the condition of the roads, streets, highways or alleys
  - inadequate loading or unloading facilities

- riots, acts of God, public enemy, authority of law, strikes or labor unrest, the existence of violence or disturbances that create apprehension of danger to person or property.

**Substituted Service** - For Styer Transportation's operating convenience, Styer reserves the right to hire other carrier's qualified subcontractors to provide all or part of given movements. Styer agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this circular, bill of lading, and/or contract will be provided.

**Detention –**

- Trailers delayed with power units - Styer charges \$75 per hour for all time after one hour waiting either to load or unload.
- Trailers delayed without power units – Styer charges \$40 per hour for all time after one hour waiting to load or unload that a trailer is detained by a shipper or consignee.

**Layover –**

- If a driver is held over to the next business day to make a required pickup or delivery, a charge of \$400 will be imposed.

**Lumpers -**

All lumpers hired to load or unload trailers will be billed to the customer at full cost of the lumper plus a handling fee of \$5 for issuance of payment to the lumper. Styer will provide a lumper receipt to the customer.

**Loading and Unloading –**

- Shipments hauled by Styer Transportation, in the absence of special agreement, will be loaded by the shipper and unloaded by the consignee. Shippers are responsible for securing the product they load in the trailer.
- Styer will charge \$75 per hour for all driver time spent loading and/or unloading customer freight.
- Consignee is responsible for unloading unless agreed to before the load is accepted at the shipper.

**Pallet Exchange –**

When pallets are required, Styer will bill the customer for the cost of purchasing pallets. Pallet requirements must be noted on the bill of lading at the time of shipment and communicated to Styer prior to dispatching the truck to the shipper.

**Truck Ordered and Not Used –**

Styer will bill customers a \$350 flat charge for ordering a truck and subsequently not provided the original load that was tendered to Styer.

### **C.O.D.'s –**

Styer discourages C.O.D. shipments. We recommend that you are satisfied with the credit worthiness of your customers before the shipment is made. In the case that C.O.D. is required, Styer will charge \$200 to collect the check.

Styer assumes no liability in the credit worthiness of the customer check. If the shipper requires a certified check, this must be noted on the Bill of Lading and communicated to Styer customer service personnel prior to the loading of the freight.

### **Reconsignment and Diversion –**

- Any request for reconsignment or diversion must be in writing or by fax.
- Reconsignment made prior to movement shall bear the rate that would have applied to the shipment if it had otherwise moved from the originally scheduled origin to the final destination.
- A reconsignment charge of \$150 shall apply to each shipment re-consigned or diverted. Additional mileage charges from origin to point of reconsignment or diversion shall be based on the distance from origin to final destination via the enroute point at which consignment or diversion occurred.
- When shipment is tendered at destination and rejected, the rate to be applied will be the applicable rate from origin to point of initial tender plus the applicable rate from that point to the point of reconsignment.

### **Claims Liabilities and Limitation**

- STYER TRANSPORTATION CO shall not be liable for any special, incidental, indirect or consequential damages (including, without limitation, lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of overage, shortage or damage to shipments transported.
- Released Rates – Unless otherwise noted, all shipments are subject to a maximum cargo liability of \$2.50 per pound per article, or \$50,000 per truckload shipment, whichever is less. Higher release values are available for alternative rates.
- If the shipper declares a value in excess of standard maximum liability valuation without inserting the proper corresponding tariff item, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be tendered under standard rating and will be moved subject to the reduced limit of liability.

### **Claims Processing and Salvage**

- Investigation and disposition of claims for loss, damage, injury or delay are to be construed in accordance with the federal regulations which are set forth at 49 CFR 370.
- Freight claims must be filed with Styer within 9 months of delivery and must be in written form. Concealed damage must be submitted to Styer within 48 hours of delivery. Suits to recover loss or damage or delay must be instituted no later than 2 years and 1 day after the claim is denied.
- Written claims must (1) contain sufficient facts to identify the shipment; (2) assert liability for loss, damage or delay; and (3) make claims for payment of a specified and determinable amount of money. Bad order reports, appraisals, notations of

shortage or damage on bills of lading, etc. shall not be considered by Styer sufficient to comply with the minimum filing requirements.

- Claims must be for certain amounts. For example, "\$100 more or less" is not sufficient for making a claim.
- Styer will respond to claims within 30 days. Styer will notify the claimant if any additional documentary evidence is required.
- Unless perishable commodities are involved, the shipper or consignee in possession shall allow 5 days for Styer to inspect any damaged shipment prior to disposition.
- Sale of salvage will be handled in cooperation with Styer and its cargo insurance company.
- Styer Transportation will not transport negotiable instruments, jewelry, precious stones, precious metal or valuable papers. If these items are inadvertently accepted, they will be subject to a specified release value of \$.10 per pound.
- In no event, will Styer's liability for loss or damage exceed a limit of liability imposed by statute or governing law based upon the country of origin or nature of the shipment being transported.

### **Credit and Collection**

- Interest will be charged on any unpaid balance 30 days from invoice date. A rate of 1.5% per month will be applied.
- If Styer turns bad debt over to collections, an additional fee of 1/3 of the original invoice will be charged to the debtor.
- An entity that bills or collects freight charges due or owing to Styer shall provide a constructive trust.
- Lien for freight charges – Styer shall have a possessory lien on shipments in its dominion and control for the payment of freight charges past and present.
- Styer does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Styer will invoice the shipper's broker, bank or other agent for freight charges. Styer reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with Styer picking the shipment up at origin. The consignor and consignee guarantee to pay charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

### **Trailer Rentals**

- Trailer rented for road use will be billed at the following rates
  - \$625 per month
  - \$180 per week
  - \$35 per day

- Trailer rented for storage (no road use) will be billed at the following rates
  - \$400 per month
  - \$125 per week
  - \$25 per day
- Trailer delivery charges
  - Hourly rate of \$115 per hour plus FSC as % of revenue
  - Two hour minimum
- Trailer pickup charges
  - Hourly rate of \$115 per hour plus FSC as % of revenue
  - Two hour minimum

**Fuel Surcharge –**

based on National Fuel Price Averages. (see chart below)

<u>Price per gallon</u>	<u>Fuel Surcharge</u>
Up to \$1.15 gallon	\$.00 per mile
\$1.16 to 1.20 gallon	\$.01 per mile
\$1.21 to 1.25 gallon	\$.02 per mile
\$1.26 to 1.30 gallon	\$.03 per mile
every \$.05 rise in fuel price per gallon/	\$.01 per mile