

SUPERVAN SERVICE CO., INC.

SECTION 1
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF**Alphabetical Index to Rules Tariff**

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For explanation of abbreviations or reference marks not explained on this page, see Item 999.

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ITEM 100 GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by supplements thereto or successive issues thereof:

NOMENCLATURE	TARIFF NUMBER
Classification, Governing	NMF 100 Series (Note A)
Explosives & Dangerous Articles	ATA 111 Series
Rate Basis Tariff	SVSE 500 Series

NOTE A — TL classes (ratings) will not apply.

ITEM 150 NUMBERS ARE INCLUSIVE

Where consecutive numbers are represented in this tariff, or tariffs referring hereto, by the first and last numbers connected by the word 'to', they will be understood to include both of the numbers shown.

ITEM 155 APPLICATION OF RATES OR RATINGS ON VARIOUS MINIMUM WEIGHTS

When different rates or ratings subject to different minimum weights are established in the same item in this tariff, or tariffs referring hereto, and the charge based on the higher rate or rating at actual weight (but not less than the minimum weight specified for the higher rate or rating) exceeds the charge based on the lower rate or rating at actual weight (but not less than the minimum weight specified for the lower rate or rating), the latter charge will apply.

ITEM 165 APPLICATION OF RATE INCREASE

(added 3/31/2005)

Rate and charges are subject to periodic industry increases.

ITEM 223 RELINQUISHMENT OF SHIPMENT AT POINT OF ORIGIN

When a request is made by consignor, before a shipment has left carrier's terminal at point of origin (includes points and places within the origin commercial zone as specifically defined in MC-37 by the ICC) for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin or relinquishment of possession thereof to shipper or to another carrier at carrier's terminal, such service as performed, will be subject to a charge of \$4.00 per 100 pounds with a minimum charge of \$40.00 per shipment and a maximum charge of \$240.00 per shipment.

ITEM 230 SHIPMENT CHARGES ON SHIPMENTS CONSIGNED TO TRADE SHOWS, ETC.

Charges on shipments consigned to or in care of trade shows, traveling shows, chautauquas, fairs, exhibitions, village, city, county, state or federal government institutions or agencies including schools, must be PREPAID.

NOTE — Not applicable on neither COD shipments, order bills of lading nor on shipments moving on U.S. Government bills of lading.

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ITEM 345 ARRIVAL NOTICE AND UNDELIVERABLE FREIGHT**ARRIVAL NOTICE**

- (a) Actual tender of delivery constitutes the notice of the arrival of a shipment at its destination.
- (b) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day (NOTE) following the arrival of the shipments and billing.
- (c) The notice will be given by telephone, if convenient and practicable; otherwise by mail. However transmitted, the notice will specify the point of origin, the consignor and the commodity.
- (d) If the consignee's address is unknown to the carrier, the notice will be deemed to have been given (that is, received by the addressee) on the first business day (NOTE) after it was mailed.

UNDELIVERABLE FREIGHT

- (a) If freight cannot be delivered because of the consignee's refusal or ability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefore.
- (b) Undelivered shipments will become subject to storage charges, as provided in Item 910 at 7:00 a.m. of the second business day (NOTE) following the day on which the notice of arrival is given.

NOTE — For the purpose of this item, business day means Mondays through Fridays excluding holidays. (New Year's Day, Labor Day, Memorial or Decoration Day (last Monday in May), Thanksgiving Day, Independence Day, or Christmas Day).

**ITEM 382 METHOD OF CANCELLING ORIGINAL AND REVISED PAGES
(EXCEPT THE TITLE PAGE)**

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with '1st Revised Page'. A revised page cancels any uncanceled revised or original pages which bear the same page number.

ITEM 430 COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SECTION 1--Shipments must be tendered on 'Uniform Straight', 'Straight Bill of Lading--Short Form'.

The letters 'COD' must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of consignee; OR, 'COD' in red letters at least one (1) inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed 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. On Straight Bills of Lading--Short Form there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for 'description of articles, special marks and exceptions,' the following information:

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Collect on Delivery, \$	and remit to:
	Street:
	City:
State:	Zip:
COD Charge to be paid by:	
Shipper	Consignee

SECTION 2--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 580 of the NMFC.

SECTION 3--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.

SECTION 4--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 (or invoices) to accompany shipment to destination'

SECTION 5--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.

SECTION 6--COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are 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, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to see or remit the COD amount to the consignor or owner of goods.

SECTION 7--Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

SECTION 8--The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.

SECTION 9--Only the following forms of payment will be accepted in payment of COD amounts:

- (1) cash, up to the maximum of \$250.00 (NOTE A);
- (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 on the bill of lading and shipping order by the consignor. All checks and money orders shall be

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made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carriers' responsibility is limited to the endorsement of due care and diligence in forwarding such checks and money orders to consignor.

SECTION 10--The charge for collecting 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.

SECTION 11--(a) Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within 10 (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved in interline service the delivering carrier shall, at the time of the remittance of the COD collection to the consignor or payee, notify the originating carrier of such remittance.

(b) The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:

- (1) Number and date of freight bill,
- (2) Name and address of shipper or other person designated as payee,
- (3) Name and address of consignee,
- (4) Date shipment delivered,
- (5) Amount of COD,
- (6) Date collected by delivering carrier,
- (7) Date remitted to payee,
- (8) Check number or other identification of remittance to payee.

SECTION 12--The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be as follows:

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Collecting and Remitting when the amount collected is:

<u>Less than or equal to:</u>	\$1820.00	\$40.00 flat charge
<u>Greater than:</u>	\$1820.00	\$22.00 per one thousand dollars (see NOTE B)

SECTION 13--COD shipments of explosives designated as 'Class A and dangerous explosives; or 'Class B less dangerous explosives; referred to in the Hazardous Materials Tariff (HMT) will not be accepted.

SECTION 14--(a) Carrier will, upon written request from the consignor, change the status of a COD shipment (except as prohibited by SECTION 1) by increasing, reducing, or CANCELLING the amount of the COD, subject to the following provisions:

- (1) The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment.
- (2) A charge of \$12.00 per shipment will be made for increasing, reducing, or CANCELLING the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing.

(b) Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$12.00 per shipment. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided herein, in addition to the charge for changing the form of applicable payment. Consignor must guarantee payment of the charge for changing the form of payment and redelivery charge, if any.

NOTE A—Limit on amount of cash that will be accepted does not apply when COD shipments are picked up by consignee, or his agent, at carriers' terminals.

NOTE B--Charges for amounts in excess of \$1,000.00 should be computed at the ratio that \$22.00 bears to \$1,000.00. The minimum charge is \$40.00.

SUPERVAN SERVICE CO., INC.

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ITEM 470 EXCLUSIVE USE OF VEHICLE (NOTE A)

Upon demand by the consignor or consignee, the exclusive use of a freight carrying vehicle will be assigned to the transportation of a shipment subject to the following conditions:

- (a) Only one freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second bill of lading.
- (b) The order must be given in writing, attached and referred to or inserted in the bill of lading and shipping order, in substantially, the following form:

Exclusive use of vehicle demanded, seal number (if any) applied, charges are agreed to and will be paid or guaranteed by

(Signature)

- (c) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without the breaking of seals, if any have been applied, except in cases of emergency, when the shipment will be given the exclusive use of the vehicle to which it is transferred.
- (d) The consignor may not execute the non-recourse stipulation of the bill of lading, and to this extent, Section 7 of the contract terms and conditions of bill of lading will not apply.
- (e) Charges (NOTE B), will be computed at the lawfully published rates and weights applicable to the shipment without reference to this rule. Such charges shall be subject to a minimum charge as provided in NOTE C.

NOTE A--The term 'vehicle' or 'freight vehicle' as used in this rule means a truck or trailer but not a truck and trailer combination.

NOTE B--The term 'charges' or 'minimum charges' as used in this rule means line haul transportation charges and does not include accessorial charges of any kind which shall be assessed in addition thereto.

NOTE C--Subject to a minimum charge based upon 18,000 lbs. At Class 100 M20M rate provided in tariffs governed by this tariff applicable between point of origin and destination. Such minimum charge is to be determined using the undiscounted Class 100 M20M rate and the minimum charge itself if not subject to any discount.

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SUPERVAN SERVICE CO., INC.**SECTION 1**

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM 500 DETENTION -- VEHICLES WITH POWER UNITS APPLICATION

Detention of vehicles--The following item applies to all shipments except shipments of household goods; whole or mixed shipments of un-cartoned 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 to 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.

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:

SECTION 1. GENERAL PROVISIONS:

- (a) This item applies only to vehicles which have been ordered or used to transport shipment 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.
- (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.
- (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.
- (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. (NOTE A)
- (e) When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
- (f) Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SUPERVAN SERVICE CO., INC.**SECTION 1****RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF**

SECTION 2. DEFINITIONS--The following general definitions will apply when the below terms are used in this item:

- (a) 'Vehicle' means straight trucks or tractor-trailer combinations used for the transportation of property.
- (b) 'Loading' includes furnishing carrier with Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.
- (c) 'Unloading' includes:
 - 1) Surrender of the bill of Lading to the carrier on shipments billed 'To Order';
 - 2) Payment of lawful charges to the carrier when required prior to the delivery of the shipment;
 - 3) Notification to the carrier that vehicle is unload; and
 - 4) Signing of the delivery receipt.
- (d) 'Premises' means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (e) 'Site' means a specific location at or on the premises of the consignor, consignee or other designated party.
- (f) 'Normal nonworking periods' means meal, coffee and rest breaks.
- (g) 'Pallet' means pallets, platforms, shipping racks or skids with or without standing sides or ends, but without tops.

SECTION 3. COMPUTATION OF TIME:

- (a) Commencement and termination:
 - 1) The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.
 - 2) Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.
- (b) Prearranged scheduling:
 - 1) Upon reasonable request of consignor, consignee or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.
 - 2) When the carrier enters into a prearranged schedule with consignor, consignee or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the even such agreement cannot be reached, to compute detention time against consignor, consignee or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.
 - 3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

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- (c) Conditions governing the computation of time:
- 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.
 - 2) When loading or unloading is not completed at the end of normal business hours at the designated place, consignor or consignee or other party designated by them shall have the option:
 - (i) To request that the vehicle without power remain at its premises subject to the provisions of Section 4 (d); or
 - (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.
 - 3) When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

SECTION 4. FREE TIME (Revised as of 10/02/2006)

- (a) Free time shall be computed as follows:

<u>ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP (NOTE B)</u>	<u>PER TIME IN MINUTES PER VEHICLE STOP</u>
Pallet or other special pricing	30
Less than 10,000	120
10,000 but less than 20,000	180
20,000 but less than 28,000	240
28,000 but less than 36,000	300
36,000 but less than 44,000	360
44,000 or more	420

- (b) When at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment, is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 120 minutes, 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).
- (c) When more than one truckload shipment or a truckload shipment and one or more less-than-truckload (LTL) or any 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.
- (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:

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- 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 or 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: (Revised as of 10/02/2006)

When the delay per vehicle beyond free time is 1 hour or less, the charge will be \$60. For each additional 30 minutes or fraction thereof, the charge will be \$30.

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 kept 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 loading or 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) 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 or shipments 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.

NOTE A --At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

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 loading.

ITEM 501	DETENTION -- VEHICLES WITHOUT POWER UNITS -- APPLICATION
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Detention of vehicles — The following item applies to all to all shipments except shipments of

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SECTION 1

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household goods; whole or mixed shipments of un-cartoned or uncreated 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 livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior to subsequent transportation by rail; articles picked up or delivered to water self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of certification of general commodities motor common carriers;

carrier care in equipment owned 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.

Detention — Vehicles Without Power Units — Spotting or Dropping Trailers (NOTE). 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:

SECTION 1. GENERAL PROVISIONS:

- (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 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.
- (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 pickup 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.

SECTION 2. DEFINITIONS — The following general definitions will apply when the below terms are used in this item:

- (a) 'Vehicle' means tractor-trailer combinations used for the transportation of property where:
 - 1) 'Trailer' means mobile units with or without wheels, used to transport property and,
 - 2) 'Tractor' means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.

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 For explanation of abbreviations or reference marks not explained on this page, see Item 999.

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Issued By

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PRESIDENT

121 Bremen Avenue Saint Louis, Missouri 63147

SUPERVAN SERVICE CO., INC.

SECTION 1

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

- (b) 'Loading' includes:
- 1) Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
 - 2) Notification to the carrier that the vehicle is loaded and ready for forwarding.
- (c) 'Unloading' includes:
- 1) Surrender of the Bill of Lading to the carrier o shipments billed 'To Order'.
 - 2) Payment of lawful charges to the carrier when required prior to delivery of the shipment.
 - 3) Notification to the carrier that vehicle is unloaded and ready for forwarding, and
 - 4) Signing of delivery receipt.
- (d) 'Premises' means the entire property at or near the physical facilities of consignor, consignee or other designated party.
- (e) 'Site' means a specific location at or on the premises of consignor, consignee or other designated party.
- (f) '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 of 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 time shall accrue as provided in Section 3.

SECTION 3. COMPUTATION OF FREE TIME:

- (a) Commencement of spotting and free time:
- 1) Spotted trailers 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 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 the consignor.
 - 2) 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.
- (b) Termination of spotting and notification:
- 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.
 - 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:
 - (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

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charges for vehicles with power will immediately commence with no further free time allowed.

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

(c) Prearranged Scheduling:

- 1) Subject to the provisions of Item 403 of the NMFC, and upon reasonable request of consignor, consignee or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
- 2) If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
- 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.

SECTION 4. CHARGES:

(a) General detention charges:

After the expiration of free time as provided in Section 3 (a) of this item, charges for detaining a trailer will be assessed as follows:

	<u>CHARGE</u>
1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays and holidays included)	\$32.00
2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays and holidays included)	\$44.00
3) For the fifth and each succeeding 24 hour period or fraction thereof (Saturdays, Sundays and holidays included)	\$63.00

(b) Delays in trailer pickup charges:

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 500.

(c) Strike interference charge:

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 trailers detained on their premises, a detention charge of \$32.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays and holidays shall be included after the 4th day of charges.

SUPERVAN SERVICE CO., INC.**SECTION 1****RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF****SECTION 5. RECORDS:**

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:

- (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 that the spotted trailer is ready for pickup was received by carrier;
- (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 carrier's 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;
- (h) When trailers are spotted under a prearranged schedule, the date and time specified therefor.

NOTE — For the purposes of this item the terms 'spotting' and 'dropping' are considered to be synonymous and are used interchangeably.

ITEM 570 IMPRACTICABLE OPERATIONS

Pickup or delivery service will not be performed at any site from or to which such performance is impracticable or unsafe, through no fault of the carrier, because of conditions of roads, streets, driveways, alleys, inadequate loading facilities, civil commotions or military actions.

ITEM 579 PICKUP AND LOADING SERVICE

Rates in tariffs referring hereto, or as amended, include as to each shipment, one pickup at all points within the limits of the cities, towns, villages and other points from which the rates apply by the carrier during business hours (NOTE A) at one place subject to the following provisions:

- (a) Setting of truck:
At the request of the consignor, the carrier will furnish and set a truck at the loading site designated by the consignor to pickup a shipment there tendered for transportation.
- (b) Loading by carrier:
Freight tendered for loading shall be so situated as to be directly accessible to the truck or trailer, or it shall be immediately adjacent to a parking space suitable for carrier to place its truck or trailer for loading (NOTE B).
The placing of freight in such position must be arranged by the consignor without assistance from the carrier. Only one man per truck will be provided by the carrier for loading.
- (c) Restrictions on loading by carrier:
 - 1) Loading service does not include assembling, packing or dismantling freight.
 - 2) Loading service does not include sorting or segregating the freight.
 - 3) Loading service does not require furnishing by the carrier of rigging or special loading equipment such as platform vehicles, winches, cranes, jacks, blocks and falls, chain falls or other special equipment used in hoisting, lowering, handling or placing in positions.
 - 4) Loading service does not include the loading of heavy or bulky articles which are subject to the provisions of NMFC Item 568 or exceptions thereto.
- (d) Loading by consignor:
The consignor may elect to waive the loading of freight by the carrier as provided in this item by performing at his own expense the loading of the shipment onto the carrier's truck. In such case,

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the carrier will set the truck for loading at any accessible site designated by the consignor at the consignor's place.

NOTE A — The term 'business hours' means those hours which persons in the community or trade involved general keep their stores, offices, plants, etc., open for the transaction of business to all concerned.

NOTE B — Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place truck for loading if separated therefrom only by an intervening public sidewalk. If a parking space suitable for carrier to place its truck or trailer for loading is occupied or city ordinance prevents its use, the nearest available parking space may be used.

NOTE C — Handling freight at positions not immediately adjacent to truck: When requested by consignor or consignee, carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent unloading positions defined in this item at charges indicated below. However, no such service will be performed at floors above or below street or dock level unless elevator or escalator facilities, and labor to operate same, are provided without cost to the carrier.

When inside pickup is requested, truck charges will be:

**CHARGES IN CENTS
PER 100 POUNDS
400**

**MINIMUM CHARGE IN CENTS
PER SHIPMENT
4000**

ITEM 595	ALTERNATE APPLICATIONS OF WEIGHT AND RATES OR RATINGS (Exception to NMFC Item 595)
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Except as otherwise provided, in no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity for the same commodity, subject to the same packing provisions, at the rate and weight applicable to such greater quantity of freight.

ITEM 605	MARKING OR TAGGING
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Per piece \$1.25. Minimum charge per shipment \$30.00.

ITEM 615	LINEAR FOOT MINIMUM CHARGES
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Except as otherwise provided, shipments with an actual weight of 500 pounds or greater which occupy more than one linear foot of vehicle floor space for each 175 pounds of shipment weight, will be subject to a minimum charge based on the applicable Class 77.5 rate with 0% discount multiplied by the calculated weight.

The calculated weight shall be determined by multiplying the linear feet of vehicle floor space occupied by the shipment by 175 pounds for each linear foot, or portion thereof, of vehicle floor space occupied by the shipment.

CONDITIONS AND DEFINITIONS:

- 1) The term 'linear feet' or 'linear foot' used in this item refers to length of the floor of a vehicle a shipment occupies.

SUPERVAN SERVICE CO., INC.**SECTION 1****RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF**

- 2) When loading of the vehicle is performed by the carrier, the carrier shall load as fully as conditions permit, consistent with safety and precautions against damage, and any loading or packing conditions requested by the consignor and noted on the bill of lading. The carrier shall use the least amount of linear feet possible, observing all legal requirements of state or other regulatory bodies.
- 3) When loading of the vehicle is performed by the consignor, or its agent, the linear feet will be determined by the manner in which the consignor, or its agent, loads the shipment. The carrier may rearrange the shipment to comply with the legal requirements of state or other regulatory bodies.
- 4) When the shipments are loaded first in the vehicle, the linear feet will be determined by measuring the inside length of the vehicle along the floor, starting at the front of the vehicle and stopping at the furthest point towards the rear where the shipment ends.
- 5) When the shipments are not loaded first in the vehicle, the linear feet will be determined by measuring the inside length of the vehicle along the floor, starting from the furthest point where the prior shipment ends and stopping at the furthest point toward the rear where the shipment ends.
- 6) When this item has applications, the carrier's freight bill will indicate the linear feet of vehicle floor space occupied by the shipment.
- 7) The provisions of this item are not applicable in connection with shipments subject to CAPACITY LOAD or EXCLUSIVE USE OF VEHICLE.
- 8) The provisions of this item are not applicable in connection with shipments which occupy less than ten (10) linear feet of vehicle floor space.
- 9) Shipments subject to the provisions of this item will not be subject to any otherwise applicable discounts.

ITEM 620 BLIND SHIPMENT CHARGE

When carrier is requested to perform a "Blind Shipment" an additional charge of \$25.00 will apply to each shipment over and above all other charges.

ITEM 625 HAZARDOUS MATERIAL CHARGE

Any shipment with any hazardous identification on it shall be subject to an additional charge of \$15.00 per shipment.

ITEM 635 INSURANCE (EXTRA LOSS PROTECTION) CHARGE

(New Item as of 6/10/2002)

Extra cargo loss protection can be purchased at the rate of \$1.00 per \$100.00 of coverage subject to a minimum charge of \$50.00. In no event, even with the purchase of extra cargo loss protection, will the shipment be insured for any amount greater than the actual invoice cost of the property lost or damaged.

ITEM 640 BILL OF LADING (CORRECTED)

(New Item as of 01/01/2007)

A request to change the original freight charges collection status from collect to prepaid will require A corrected bill of lading from the shipper and the shipper must have established credit with SuperVan Service. A request to change the original freight charge from prepaid to collect may only be done prior to delivery. This too will require a corrected bill of lading from the shipper and the consignee must have credit established with SuperVan Service. If the consignee does not have established credit then all charges must be collected at time of delivery. A charge of \$20.00 will be assessed against the payor of the freight charges for processing such corrected bills of lading. A request to change the collection status may be submitted by the shipper on the shipper's letterhead in

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lieu of a corrected bill of lading, subject to all other provisions of this Item.

ITEM 647 NOTIFICATION PRIOR TO DELIVERY SHIPMENTS REQUIRING

On shipments subject to LTL or AQ rates, a charge of \$18.00 (NOTE) per shipment may be assessed when the carrier is required by notification on the bill of lading to give telephone, telegram or written notice of arrival.

NOTE — On prepaid shipments this charge is bill to the consignor and on collect shipments, this charge is bill to the consignee.

ITEM 650 SCOPE OF OPERATIONS (MC-174458, Sub 1)

IRREGULAR ROUTES:

GENERAL COMMODITIES, except Classes A and B explosives, household goods and commodities in bulk between points in the United States (except Alaska and Hawaii).

ITEM 660 DENSITY - METHOD OF DETERMINING

The word "density" means "pounds per cubic foot". On shipments requiring 350 cubic feet or more of trailer space they can be rated so as to apply the density in pounds per cubic foot as shown in the NMFC on all items listing Sub-1 through Sub-9. The cubage of loose articles or pieces or packaged articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and height in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article, piece or package by the cubage of such article, piece or package. A vertical dimension of not less than 110 inches shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of:

- A) The nature of the article; or
- B) Packaging, or lack of packaging, used; or
- C) Palletization in "pyramided", "rounded-off" or "topped-off" manner; or
- D) Specific instruction by the shipper on the bill of lading to the effect that no other freight is to be loaded on top of the article

ITEM 710 PALLETS, PLATFORMS OR SKIDS -- PALLET INTERCHANGE

Carrier having equipped certain vehicles with pallets, platforms or skids (NOTE) will furnish such vehicles, when available, upon request. Pallets, platforms or skids so constituting part of the standard equipment of the carrier's vehicle may be removed by consignor, provided such consignor replaces in the vehicle a like number of pallets, platforms or skids of identical size and construction under load. Consignee must remove the pallets, platforms or skids under load from the vehicle and must, at the time of delivery, replace in the vehicle a like number of pallets, platforms or skids of identical size and construction, loaded or empty. Pallets, platforms or skids so replaced on vehicle will become carrier's property as part of the standard equipment of the vehicle, in lieu of the carrier's pallets, platforms or skids exchanged by consignor or consignee. Pickup or delivery service does not include the loading of freight on the pallets, platforms or skids at point of origin or the unloading of the freight from the pallets, platforms or skids at destination of the carrier's driver.

When consignee is unable to replace in the vehicle a like number of pallets, platforms or skids of identical size and construction at the time of delivery, the consignee will be charged \$16.00 for each pallet, platform or skid not replaced in vehicle.

SUPERVAN SERVICE CO., INC.**SECTION 1**

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ITEM 720 PAYMENT OF FREIGHT CHARGES

(Revised as of 3/1/2010)

All Customers are subject to credit approval. Upon credit approval, all charges are payable in US Dollars and are due upon receipt of the agreed-upon terms which are NET 30 days. In the event Supervan retains an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms and Conditions, all unpaid charges will be subject to a late payment penalty of 40% and Customer shall also be liable for all attorney and collection agency fees incurred, together with any other related cost and expense. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges owed to Supervan relating to the shipment.

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) which are based on the actual description, size, and weight of the shipment. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, liftgate services, inside delivery or various other accessorial services.

Supervan reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information received at the time of the original quote, if additional services by the carrier were required, or as otherwise necessary to perform the pick up, transportation and delivery functions therein. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges.

Supervan requires a Quote number be noted on the shipper bill of lading for any special rate.

Any billing corrections requested by the customer related to customer omission or error will be subjected to a \$20.00 billing correction fee if communicated within the first 10 working days. After the 10th day, up to and including the 30th day, corrections will be made and subjected to a \$50.00 billing correction fee at the company's discretion.

If Supervan does not receive a billing dispute within the allowable thirty (30) business days, the disputed bill will be denied by the Company.

ITEM 725 OVER LENGTH CHARGE

(Revised as of 12/12/07)

For all shipments having a single piece of freight twenty (20) feet in length or longer with an actual weight of less than 500 pounds there will be an additional charge of \$150.00 per piece over and above the normal freight charge.

ITEM 730 Claims

(revised 3/1/2010)

Supervan will process claims in accordance with 49 C.F.R. 370. All claims should be submitted immediately to the Company to help ensure timely resolution. The liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706.

The maximum cargo liability for new goods will not exceed \$5 per pound for an LTL shipment and \$0.10

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per pound for any shipment of used or resold goods. The Company does offer for purchase by the Customer, upon request, shipment cargo insurance.

If the shipment contains freight with a predetermined exception value, as determined by the customer's pricing agreement, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive on a claim will be that which is recoverable under the respective transportation tariffs. Supervan will not be responsible in any way for claims arising out of Customer negligence.

All claims must be submitted to Supervan within 9 months of delivery. Claims for damages that are not readily apparent "concealed damage" must be submitted within 2 weeks of delivery; however notification in writing of the alleged damage must be given to Supervan within one working day. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order to process a claim. Customer may not offset freight or other charges owed to Supervan against claims for any loss, damage, mis-delivery or non-delivery.

ITEM 750 DELIVERY TO CONSTRUCTION SITE

Delivery of a shipment to a construction site will be made when there is not representative of the consignee present to receipt for the shipment under the following conditions:

The consignor shall endorse on the bill of lading at the time delivery of shipment is made to the originating carrier, a stipulation reading as follows:

'The carrier is hereby authorized to deliver this shipment at the destination shown without getting a receipt from the consignee for the delivery of the shipment.'

ITEM 751 DELIVERY AND UNLOADING SERVICE

Except as otherwise provided, rates in tariffs governed by this tariff, include as to each shipment, one delivery at all points within the limits of the cities, towns, villages and other points to which the rates apply, or one tender for delivery of a shipment by the carrier during business hours (NOTE B), at one place, subject to the following provisions (NOTE C).

(a) Setting of truck:

The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include setting of the truck at the delivery site designated by the consignee.

(b) Unloading by carrier:

Freight will include being unloaded at the delivery site in such position as to be immediately adjacent to a space suitable for carrier to place its truck or trailer for unloading (NOTE A). Only one man per truck will be provided by the carrier for unloading.

(c) Restrictions on unloading by carrier:

- 1) Unloading service does not include unpacking, assembling or inspecting freight.
- 2) Unloading service does not include sorting or segregating freight.
- 3) Unloading service does not require the carrier to furnish rigging or special unloading equipment such as platform vehicles, winches, cranes, jacks, blocks and chain falls or other special equipment used in hoisting, lowering, handling or placing in position.
- 4) Unloading service does not include the unloading of heavy or bulky articles which are subject to the provisions of NMFC Item 568, or exceptions thereto.

(d) Unloading by consignee:

Consignee may elect to waive the unloading of freight by the carrier, as provided in this item, by performing at his own expense the unloading of freight from the carrier's truck. In such case,

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the carrier will set the truck for unloading in any accessible site designated by consignee at consignee's place.

NOTE A — Freight unloaded at the delivery site will be considered as immediately adjacent to a space suitable for carrier to place its truck or trailer for unloading if separated therefrom only by an intervening public sidewalk. If space suitable for carrier to place its truck or trailer for unloading is occupied, or if city ordinance prevents its use, the carrier may use the nearest parking space.

NOTE B — The term 'business hours' means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc., open for business.

NOTE C — Handling freight at positions not immediately adjacent to truck:
 When requested by consignor or consignee, carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent unloading positions defined in this item at charges indicated below. However, no such service will be performed at floors above or below street or dock level unless elevator or escalator facilities, and labor to operate same, are provided without cost to the carrier.

When inside delivery is requested, truck charges will be:

CHARGES IN CENTS (PER 100 POUNDS)	400
MINIMUM CHARGE IN CENTS (PER SHIPMENT)	4000

ITEM 755 OBLIGATION TO ACCEPT THE SHIPMENT

The consignee is obligated to accept fully all freight that is timely tendered for delivery by the carrier. Acceptance by the consignee of only part of the freight tendered will not be permitted for any reason.

ITEM 758 PICKUP OR DELIVERY CHARGES — EXCEPTIONS (revised 11/21/2007)

1. Shipments picked up or delivered to the following zip codes will be subject to an additional charge of 12.90 per 100 pounds subject to a minimum charge of \$293.00.

Zips:	79718	79842-43	79734-35
	79845-46	79780-81	79848
	79786	79850	79830-32
	79852	79834	79854

2. Additional charges from or to Garment Area of New York, NY will not apply. In lieu thereof, apply the following:

Except on shipments originating at Middleton, PA (Dauphin Cy.), the following additional charges from or to Garment Area of New York, NY will apply:

(a) On traffic moving from or too the Garment Area (Borough of Manhattan) charges in paragraph (b) apply only from or to the following portion of the Borough of Manhattan:

<u>AVENUES</u>	<u>RANGE OF NUMBERS</u>	<u>AVENUES</u>	<u>RANGE OF NUMBERS</u>
Avenue of the Americas	900 thru 1060	Fifth Avenue	358 thru 485
Broadway	1102 thru 1450	Seventh Avenue	450 thru 587
Eighth Avenue	497 thru 590	Sixth Avenue	900 thru 1060
 <u>STREETS</u>	 <u>RANGE OF NUMBERS</u>		
35 th Street	1 East thru 16 East, 1 West thru 370 West		
36 th Street	1 East thru 16 East, 1 West thru 370 West		
37 th Street	1 East thru 16 East, 1 West thru 357 West		

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38 th Street	1 East thru 14 East, 1 West thru 348 West
39 th Street	1 East thru 14 East, 1 West thru 353 West
40 th Street	1 East thru 21 East, 1 West thru 358 West
41 st Street	1 East thru 22 East, 1 West thru 351 West

(b) The following charges will be assessed in addition to all other lawfully applicable rates and charges (NOTE A.:

	<u>Charge in Cents per 100 pounds</u>	<u>Minimum Charge per shipment</u>	<u>Maximum Charge per shipment</u>
2. Garment Area Charges	\$5.00	\$25.00	No Maximum
3. Use of Liftgate	\$4.00	\$50.00	\$250.00
4. Residential Service	\$4.00	\$50.00	No Maximum
5. Convention Centers (In addition to all other applicable charges)			\$75.00 per hour

NOTE A — Except in the New York short haul area, not applicable when picked up from or delivered to the off-street shipping and receiving platforms at 629 to 635 West 29th Street; on West 35th Street between Broadway and 7th Avenue; at 89, 202 and 327 West 36th Street; or at 400 West 38th Street, New York, NY.

Issued By

WALTER M. BRAUER II

PRESIDENT

121 Bremen Avenue Saint Louis, Missouri 63147

SUPERVAN SERVICE CO., INC.

SECTION 1
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

Ferry Charges to Martha's Vineyard, Nantucket, and Shelter Island

SUPERVAN SERVICE CO., INC.

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Ferry Point	Class	Minimum Charge	1-499#	500-1999#	2000-5999#	6000-12000#
02573 / 02568	50-65	\$73.29	\$37.91	\$29.94	\$22.74	\$16.54
	70-77.5	\$73.29	\$44.93	\$33.83	\$28.86	\$16.45
	85	\$73.29	\$51.03	\$36.51	\$32.77	\$27.95
	92.5	\$73.29	\$62.43	\$44.42	\$41.95	\$27.95
	100	\$73.29	\$85.14	\$61.65	\$44.32	\$27.95
	150	\$73.29	\$127.71	\$92.49	\$66.50	\$41.93
	200	\$73.29	\$191.57	\$138.74	\$99.74	\$62.91
02557 / 02575	50-65	\$73.29	\$38.54	\$30.46	\$23.18	\$16.80
	70-77.5	\$73.29	\$45.86	\$34.36	\$29.41	\$18.08
	85	\$73.29	\$52.00	\$37.02	\$33.20	\$28.68
	92.5	\$73.29	\$63.92	\$45.23	\$42.59	\$28.68
	100	\$73.29	\$87.06	\$62.86	\$45.10	\$28.68
	150	\$73.29	\$130.60	\$94.30	\$67.65	\$43.02
02539	50-65	\$73.29	\$39.14	\$30.93	\$23.31	\$17.00
	70-77.5	\$73.29	\$45.15	\$34.86	\$29.89	\$18.49
	85	\$73.29	\$52.86	\$37.49	\$33.63	\$29.23
	92.5	\$73.29	\$65.35	\$46.12	\$43.40	\$29.23
	100	\$73.29	\$88.89	\$64.02	\$46.02	\$29.23
	150	\$73.29	\$133.34	\$96.03	\$69.03	\$43.85
02535	50-65	\$73.29	\$39.48	\$31.08	\$23.78	\$17.13
	70-77.5	\$73.29	\$47.00	\$35.11	\$30.09	\$18.67
	85	\$73.29	\$53.32	\$38.41	\$34.15	\$29.42
	92.5	\$73.29	\$65.86	\$46.48	\$43.65	\$29.42
	100	\$73.29	\$89.82	\$64.62	\$46.41	\$29.42
	150	\$73.29	\$134.72	\$96.93	\$69.63	\$44.14
02552	50-65	\$73.29	\$40.10	\$31.47	\$24.17	\$17.47
	70-77.5	\$73.29	\$47.84	\$35.40	\$30.58	\$19.53
	85	\$73.29	\$54.21	\$38.28	\$34.60	\$32.32
	92.5	\$73.29	\$67.27	\$47.31	\$40.30	\$35.04
	100	\$73.29	\$91.80	\$65.25	\$47.23	\$35.04
	150	\$73.29	\$137.69	\$97.88	\$70.86	\$52.55
02554 / 02584	50-65	\$83.06	\$43.65	\$35.34	\$28.28	\$21.55
	70-77.5	\$83.06	\$51.42	\$39.15	\$34.61	\$23.58
	85	\$83.06	\$57.02	\$41.39	\$40.09	\$35.48
	92.5	\$83.06	\$68.37	\$49.81	\$47.86	\$38.20
	100	\$83.06	\$95.22	\$70.09	\$52.82	\$38.20
	150	\$83.06	\$142.83	\$105.14	\$79.24	\$57.29
02564	50-65	\$89.58	\$44.67	\$35.76	\$28.88	\$22.74
	70-77.5	\$89.58	\$51.74	\$39.67	\$35.17	\$24.67
	85	\$89.58	\$57.69	\$42.15	\$40.45	\$34.72
	92.5	\$89.58	\$69.43	\$50.38	\$48.23	\$40.17
	100	\$89.58	\$95.81	\$70.75	\$55.10	\$40.17
	150	\$89.58	\$138.92	\$102.60	\$79.89	\$58.25
200	\$89.58	\$208.37	\$153.91	\$119.84	\$87.36	

11964 / 11965	All Classes	\$89.25 Flat
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For explanation of abbreviations or reference marks not explained on this page, see Item 999.

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SUPERVAN SERVICE CO., INC.**SECTION 1**

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM 761 QUOTATION OF ESTIMATED FREIGHT CHARGES

When SVSE furnishes, either orally or in writing, an estimate of freight charges, such estimates will be given based on the information given to SVSE at the time of the quotation. Such estimates are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, and are not binding on either SVSE or the customer. All transportation charges on a shipment will be assessed on the basis of published tariff provisions in effect at the time of shipment.

ITEM 790 PRECAUTIONARY MARKINGS

Where applicable, customer must use the precautionary markings, on all shipments as described in Item 682 of the NMFC. In the event such markings are not used, SVSE will not be liable for damages which result from the failure to use such markings.

ITEM 795 RE-WEIGH AND INSPECTION

(New Item as of 7/01/2002)

If your freight charges increase by \$15.00 or more as a result of inspecting or re-weighing your shipment to determine the correct description and/or weight, a \$15.00 service charge will be added to your invoice in addition to the increase in freight charges.

ITEM 810 PROTECTIVE SERVICE - HEATER OR REFRIGERATOR

SuperVan Service Co., Inc. Does Not offer Protective Service on traffic requiring heater or refrigerator service. Shipments tendered to SuperVan requiring this service will be handled ONLY at Shipper Risk. If the Bill of Lading is inadvertently marked and signed with Protect from Cold or Heat notation this item will still apply.

ITEM 820 DIVERSION OR RECONSIGNMENT OF FREIGHT

- (a) Shipments moving on 'straight' bills of lading may be diverted once from the original billed address to a different address subject to charges as provided in paragraph (c) (NOTES A thru G).
 - 1) If the new address is encompassed within the municipal limits of the original billed destination, city, town or village or within a municipality immediately adjacent thereto; or
 - 2) If the new address is a place which does not lie within a separately incorporated city, town or village, but which lies within one-quarter mile of the municipal limits of the original billed destination point if the population thereof is 2,500 or less; within one-half mile if the population is between 2,500 and 10,000; within one mile if the population is between 10,000 and 100,000; and within two miles if the population exceeds 100,000. Any such population will be determined according to the latest report of the United States Census Bureau.
- (b) Shipments moving on 'straight' bills of lading may be reconsigned once from the original billed consignee to a different consignee subject to charges as provided in paragraph (c) (NOTES A thru G).
 - 1) If the address of the new consignee is encompassed within the municipal limits of the original billed destination, city, town or village or within a municipality adjacent thereto; or
 - 2) If the address of the new consignee is a place which does not lie within a separately incorporated city, town or village, but which lies within one-quarter mile of the municipal limits of the original billed destination point if the population thereof is 2,500 or less; within one-half mile if the population is between 2,500 and 10,000; within one mile if the population is between 10,000 and 100,000; and within two miles if the population exceeds 100,000. Any

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such population will be determined according to the latest report of the United States Census Bureau.

- (c) Shipments diverted or reconsigned as provided in paragraphs (a) and (b) shall be subject to the following charges, which shall be in addition to all other lawful charges applicable to the shipment:
- 1) When diversion or reconsignment as provided herein, is requested and accomplished prior to tender of delivery at the original billed address, the charge for such diversion or reconsignment shall be as follows:
For each shipment subject to either less-than-truckload or any quantity rates which does not constitute a capacity load (NOTE F), the charge shall be \$25.00 per shipment.
 - 2) When diversion or reconsignment, as provided herein, is requested and accomplished after tender of delivery at the original billed address, the charge for such diversion or reconsignment shall be as follows:
For each shipment subject to either less-than-truckload or any quantity rates which does not constitute a capacity load (NOTE F), the charge shall be \$4.00 per 100 pounds, subject to a minimum charge of \$40.00.
For each shipment subject to truckload rates and truckload minimum weights, the charge shall be \$2.00 per 100 pounds, subject to a minimum charge of \$84.00 and a maximum charge of \$136.00 for each truck (NOTE F) used to transport the shipment.
 - 3) Marking or tagging (NOTE G).
(d) In applying the provisions of this item, the rate to be applied on any shipment subject hereto shall be the rate from point of origin to original billed destination, or from point of origin through diversion or reconsignment point to final destination, whichever is higher.
(e) A shipment may be diverted or reconsigned to a destination other than as provided in paragraphs (a) and (b), in which case the provisions of paragraphs (a), (b), (c) and (d) will not apply (NOTES A thru G). The full tariff rates from the point of origin to point of diversion or reconsignment and from point of diversion or reconsignment to final destination will be assessed, but in no case shall the charge be less than that which would be assessed on the basis of the through rate from point of origin to final destination.

NOTE A — Carriers do not obligate themselves to: Divert or reassign a shipment, but upon request a reasonable effort will be made to do so, subject to the provisions herein; Intercept any shipment for diversion or reconsignment prior to tender of delivery, even though request for diversion or reconsignment is received prior to such tender of delivery; Notify consignees of arrival of shipment prior to delivery thereof, but when so requested in advance a reasonable effort will be made to do so.

NOTE B — All lawful published charges applicable to the shipment, whether accrued or accruing under this item or otherwise, must be either paid or guaranteed to the satisfaction of the carrier before diversion or reconsignment will be made.

NOTE C — Diversion or reconsignment: As provided herein, will apply only on shipments in their entirety; diversion or reconsignment of a portion of shipment being prohibited.
Of any shipment to a new address, as provided herein, the transportation of which shipment requires the use of one or more trucks, shall be limited to one and the same stop for full delivery of that quantity of freight handled on each truck.

When under the provisions of this item may be requested by consignor, consignee or owner of the property, such request to be confirmed in writing. Such written confirmation may, at carrier's option, be required prior to delivery of the shipment and to be accompanied by satisfactory proof of authority or ownership.

NOTE D — The provisions of this item will not apply on shipments moving on 'order' bills of lading or on shipments consigned COD.

NOTE E — Where specific reference is made to this NOTE the term 'truck' means a straight truck, a

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semi-trailer, a trailer or four wheeler or any combination thereof as used on the highways in the transportation of property, propelled or drawn by a single power unit.

NOTE F — For the purpose of assessing charges under this item less-than-truckload or any quantity shipments constituting a capacity load of freight will be considered as if it were a truckload shipment and charges will be assessed accordingly.

NOTE G — Shipments moving under the provisions of this item when require marking or tagging in order to comply with the provisions of NMFC Item 580 or when carrier is specifically requested to do so by the consignor or consignee, will be marked or tagged by the carrier at a charge of \$1.00 for each package or piece of freight so marked or tagged.

ITEM 830	REDELIVERY	(revised 08/15/2008)
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If a shipment is once actually tendered for delivery as defined in Item 751 Series and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request subject to the following provisions:

- (a) In the event the consignee requests redelivery at his place a charge of \$4.00 per 100 pounds subject to a minimum charge of \$40.00 and a maximum charge of \$200.00 plus fuel surcharge per shipment will be assessed for each additional tender.
- (b) In the event the consignee elects to take delivery at the carrier's premises, a charge of \$2.00 per 100 pounds subject to a minimum charge of \$12.00 and a maximum charge of \$112.00 will be assessed.

ITEM 840	REFERENCE TO RULES
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The tariff is governed, except as otherwise provided, by the rules published in the governing classification. Where a rule is specifically provided in this tariff, such rule to the extent of its application will apply in lieu of the rules provided in the governing classification.

ITEM 886	SORTING OR SEGREGATING (NOTES A, B AND C)	(revised 10/29/07)
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- (a) Subject to the provisions of paragraph (c) when carrier is requested to sort or segregate a shipment, a charge of \$75.00 per hour will apply in addition to all other lawful charges.
- (b) All charges provided in this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed and shipment released.
- (c) Nothing in this item requires the carrier to provide the service described herein.
- (d) Charges for sorting and segregating will apply beginning 15 minutes after arrival at carrier's dock.

NOTE A — The carrier will provide one employee for the delivery of the shipment described here.

ITEM 900	STOPPING OF TRUCKLOAD SHIPMENT FOR PARTIAL LOADING AND/OR PARTIAL UNLOADING
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GENERAL APPLICATIONS:

Except as otherwise provided herein, shipments subject to truckload rates, received from one consignor at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading or for partial unloading, subject to the following provisions::

- (a) **STOP-OFFS PERMITTED:**
 - 1) After initial pickup stop at origin and prior to final delivery stop at destination, a shipment at origin, at points en route to destination or at destination.

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- 2) Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or intermediate stop-off points within the continuous plant property or premises of the party receiving the service provided the pickup or delivery sites are not intersected by more than one public thoroughfare. A vehicle transfer charge of \$40.00 will be assessed for each transfer of a vehicle from one loading or unloading site to another. Pickup or delivery service between loading or unloading sites separated by more than one public thoroughfare will be governed by other stop-off provisions in this item.
- (b) **LIMITATIONS:**
- 1) Except as provided in paragraph (a) part 2), each stop-off is limited to one placement of the truck in accordance with Items 751 and 579 (Pickup or Delivery Service).
 - 2) On joint line traffic, stop-off privileges apply only when the entire shipment is delivered to one connecting carrier or if stop-off had already been accorded the carrier, when the entire remaining portion of the shipment is delivered to one connecting carrier.
 - 3) Stop-offs for partial loading or partial unloading will not be permitted on shipments moving 'COD', 'In Bond', 'To Order', 'Order Modify', 'Order Care Of' nor on which Section 7 of the bill of lading has been executed.
 - 4) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
 - 5) All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.
- (c) **STOP-OFF CHARGES:**
- 1) The initial pickup stop and the final delivery stop are not subject to stop-off charges.
 - 2) Except as provided in paragraphs (a) part 2) and (c) part 1), each stop for either partial loading or partial unloading, but not both on the same shipment, will be subject to stop-off charges of:
 - (i) \$102.00 per stop for not more than three stops;
 - (ii) \$138.00 for each stop in excess of three stops.
 - 3) Except as otherwise provided in paragraphs (a) 2) and (c) 1), each stop on a shipment receiving both services (partial loading and partial unloading), will be subject to a stop-off charge of \$138.00 per stop.
- (d) **LINE HAUL CHARGES:**
Line haul charges will be determined as follows:
- 1) Shipment will be rated as if the entire shipment moved from such place where any portion of the shipment is picked up to each place where any portion of the shipment is delivered and the highest of such charges will apply to the entire shipment. In determining charges apply rates in effect on date of shipment from point of origin.
 - 2) If the total distance from initial origin to final destination via the stop-off point or points exceeds 115% of the shortest rate basis number from initial origin to final destination, that distance in excess of 115% of the shortest rate basis number from initial origin to final destination will be charged for at the rate of \$2.00 per rate basis number. All distances shall be computed from the greatest distance between any point of loading and any point of unloading for the purpose of determining initial origin and final destination.
- (e) **PREPAYMENT OF CHARGES:**
All charges must be prepaid by consignor and only one freight bill will be issued for the entire shipment. However, charges may be collect when they are guaranteed by the consignor and so noted on the bill of lading at the time of shipment, all charges to be collected from the consignee at final destination.
- (f) **FAILURE TO DELIVER STOP-OFF FREIGHT:**
When bill of lading requires stop-off to unload a component part of shipment and carrier is unable during business hours to effect delivery of such freight at the point or place of stop-off, that

SUPERVAN SERVICE CO., INC.**SECTION 1****RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF**

undelivered portion of such shipment shall be subject to rules and regulations governing unclaimed freight, storage and redelivery of freight, to the extent that such services are applicable.

(g) **MARKING OR TAGGING SHIPMENTS:**

Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by shipper in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

(h) **STOP-OFF HANDLED IN SEPARATE VEHICLES:**

For carrier's convenience, any portion of the shipment may be picked up, transported or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.

(i) **SHIPPING INSTRUCTIONS:**

- 1) Arrangements for any stop-off service provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation.
- 2) The entire portion of shipment to be picked up must be available for pickup at time of tender.
- 3) The shipper must tender the part lots in the order required by the carrier.
- 4) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed consignee.
- 5) The bill of lading shall designate the following:
 - (i) Stop-off point or points and places;
 - (ii) The weight, quantities, markings and description of articles to be loaded or unloaded;
 - (iii) The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off.

ITEM 910 STORAGE RULES AND CHARGES

Undelivered freight and freight awaiting transportation, held in the 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 and subject to the following storage provisions:

SUPERVAN SERVICE CO., INC.**SECTION 1****RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF**

- (a) Storage charges on freight waiting transportation will begin at 7:00 A.M. of the business day after freight is received by the carrier. Storage charges on undelivered freight will begin at 7:00 A.M. of the second business day after notice of arrival has been given as provided in Item 345 Series. Storage charges will end at 7:00 A.M. of the day on which:
- 1) Action is taken by the consignor, consignee or other which enables the carrier to deliver or transport the freight.
 - 2) The carrier exercised its right to send the freight to a public warehouse as provided in the Bill of Lading Contract.
- (b) Charges:
- 1) Freight stored in or on a carrier's premises or truck will be subject to the following charges:
 - * \$1.05 per 100 pounds or fraction thereof for each of the first five days, including Saturdays, Sundays and holidays.
 - * \$1.40 per 100 pounds or fraction thereof for the sixth and each succeeding day thereafter, including Saturdays, Sundays and holidays.
- Freight held beyond free time will be subject to a minimum charge of \$5.00 per day, per shipment, but in no case shall the total storage charge be less than \$40.00 per shipment.
- 2) When the carrier exercises its right to send a shipment to a public warehouse, a charge of \$2.00 per 100 pounds, subject to a minimum charge of \$28.00 per shipment will be made.
- (c) Any fraction of a day will be counted as a day.

ITEM 996 Maximum Liability Loss or Damage

(revised 12/12/07)

Claims when valid will be paid at actual loss or damage (invoice cost) or released valuation, whichever is less.

NOTE 1 Carrier's maximum liability in the event of loss or damage will be determined separately for each distribution package lost or damaged by multiplying the weight of such distribution package by 500 cents per pound (See Note 2).

In no case will carrier's liability exceed the actual value (Invoice Cost) of the property lost or damaged. The term "distribution package" means any primary shipping package authorized by the provisions of individual tariffs or classification. When a number of distribution packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over-packaged in an additional complying package, the carrier's maximum liability will be determined by separately multiplying the released value times the weight of each individual distribution package lost or damaged, and not on the packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over-packaged in an additional complying package.

Carrier's maximum liability for clients with FAK's, base rates other than Current CZARLite rates, pallet pricing, or other special pricing, will be determined by multiplying the weight of the distribution package by 100 cents per pound unless an individual approved written tariff or contract, stating otherwise, is in place at time of shipment.

For the purpose of pallet pricing, pallets are described as shipping units having dimensions not greater than 48"X40"X96" with weights not to exceed 2000 pounds. Clients having pallet pricing will be subject to these parameters. Pallets falling outside these parameters will be rated as additional pallet spots in line with the above calculations unless an individual approved written

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tariff or contract, stating otherwise, is in place at time of shipment .

NOTE 2 On shipments of tobacco products, the released valuation will be 500 cents per pound in addition to the applicable State Tobacco Tax.

ITEM 998 FUEL SURCHARGE

The company may at its own discretion institute a fuel surcharge for periods of time that it deems appropriate.

SUPERVAN SERVICE CO., INC.**SECTION 1**

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ITEM 999**EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS FOR STANDARD USE THROUGHOUT THE TARIFF.****REFERENCE****EXPLANATION**

Denotes reduction

Denotes increases

Denotes charges resulting in neither increases nor reductions

ABBREVIATION**EXPLANATION**

AQ Any Quantity

ATA American Trucking Association, Inc.

COD Collect on Delivery

cwt Hundred Weight

HGB Household Goods Carriers Bureau, Agent.

HGCB Household Goods Carriers Bureau, Agent

ICC Interstate Commerce Commission

lb. Pound

LTL Less than Truckload

MIN CHG Minimum Charge

MW Volume Minimum Weight, in pounds, except as noted

NMF National Motor Freight Traffic Association, Inc. Agent.

NMFC National Motor Freight Traffic Association, Inc. Agent. (National Motor Freight Classification, NMF 100 Series)

NO. Number

SVSE SuperVan Service Co., Inc.

Thru Through

TL Truckload

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Revisions

Item 635	06/10/2002
Item 795	07/01/2002
Item 500, Section 5	11/27/2002
Item 720	8/1/2004
Item 996	2/21/2005
Item 165	3/31/2005
Item 500, Section 4	10/02/2006
Item 500, Section 5	10/02/2006
Item 758	10/02/2006
Item 886	10/02/2006
Item 758	7/09/2007
Item 996	7/09/2007
Item 886	10/29/2007
Item 758	10/29/2007
Item 830	08/15/2008
Item 730	03/ 01 /2010
Item 758	03/ 01 /2010
Item 720	03/01/2010

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