
ORIGINAL

Tariff No. 20150101

TITLE PAGE

**BUCHANAN HAULING AND RIGGING, INC.
(AND ALL AFFILIATED COMPANIES PROVIDING
TRUCKLOAD OR PROPERTY BROKER SERVICES
INCLUDING)**

**BUCHANAN SPECIALIZED, INC.
BUCHANAN LOGISTICS, INC.
SHELLBACK TRANSPORTATION, INC.**

RULES / ACCESSORIALS TARIFF

TRUCKLOAD AND PROPERTY BROKERAGE SERVICE

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

BETWEEN

POINTS IN NORTH AMERICA (EXCEPT MEXICO)

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

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Item 10: APPLICATION OF TARIFF AND BILL OF LADING

The provisions of this Tariff, as amended, shall apply to motor carrier and/or brokerage services provided by Provider in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico. The provisions of this Tariff may be waived in a written agreement signed by Provider and a Customer. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Provider provide services governed by this Tariff, any entity responsible for payment to Provider for such services, or any entity receiving the benefit of such services. The term "Provider" shall mean Buchanan Hauling & Rigging, Inc. and any of its affiliated operating companies providing either motor carrier services or property brokerage services on behalf of the Customer. This includes Buchanan Specialized, Inc., a motor carrier specializing in the transportation of hazardous material, Shellback Transportation, Inc., also a motor carrier, and Buchanan Logistics, Inc., a property brokerage company.

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

When providing property brokerage services, Provider is acting under its property brokerage authority issued by the U.S. Department of Transportation, and not as a motor carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to Provider shall be performed by third-party motor carriers ("Servicing Motor Carriers"). Except as otherwise set forth in this Tariff, Provider assumes no liability for the acts or omissions of the Servicing Motor Carriers or their employees, agents, contractors or drivers.

Item 20: MILEAGE

Mileage shall be calculated using the latest version of PC Miler Practical. Information on the current version of PC Miler Practical used by Provider is available upon request.

Item 30: NOTICE AND AMENDMENTS

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

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

Item 100: RATES AND SCHEDULES

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

The rates published in this tariff are the minimum standard rates that carrier shall charge. The actual rate agreement and or contract for a load will supercede the standard minimum charges published in the tariff.

Minimum rates apply for both local moves and moves that are less than 50 miles.

[SEE EXHIBIT A]

Item 110: PAYMENT

Absent a written waiver by Provider or contractual specification to the contrary, all freight transportation and related charges are due and payable within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery.

Item 120: DELINQUENT ACCOUNTS

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

Item 130: ADDITIONAL COSTS

Whenever Provider incurs costs due to Customer requirements, the customer shall be invoiced at 120% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Item 140: LIEN RIGHTS

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

Item 200: APPLICATION OF ACCESSORIAL CHARGES

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

Item 210: LOADING AND UNLOADING

Rates in this Tariff assumes loading of cargo by the consignor and unloading by the consignee, except that if the Customer, consignor or consignee requests that Provider furnish outside labor to load or unload, all charges for such outside labor will be passed through to Customer, who will be billed of actual time of outside labor. If the driver or any other Provider personnel is requested to assist with loading and/or unloading, a charge of \$100.00 per hour, or fraction thereof and any third party service costs, will be assessed in addition to all other applicable charges.

Item 220: DETENTION

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

[SEE EXHIBIT A]

Type of Equipment	Total "Free Time" Allowance for Loading and Unloading Combined	Charge per each hour or fraction thereof in excess of "Free Time"
Trailer Only	[SEE EXHIBIT A]	
Trailer With Power		

- a) Time per vehicle shall begin upon notification by driver to the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- b) When shipments are stopped for either partial loading or partial unloading service, or both, one hour free time for each stop will be added to the total "Free Time" allowed.

Item 230: FUEL SURCHARGE

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

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week's price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S., Canada and Mexico, or entirely within Canada or Mexico. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to \$5.00/gallon or above, Provider reserves the right to implement an extended surcharge.

[SEE EXHIBIT B]

Item 240: SPECIAL PERMITS OR FEES

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

Item 250: TOLLS

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

Item 260: TRANS-BORDER FEE: CANADA AND MEXICO

A fee of \$250.00 will be charged on all shipments that

- a) pick up in the U.S. and deliver in Canada or Mexico,
 - b) pick up in Canada and deliver in the U.S., c) pick up in the U.S. and trip-through Canada making delivery in the U.S., and d) pick up in Canada and trip-through the U.S. making delivery in Canada.
- No such fee will be charged for intra-Canada moves.

- c) shipments to and from Mexico are subject to the provisions of Item 830 of this Tariff.

Item 270: VEHICLE FURNISHED BUT NOT USED

When an order is canceled after a vehicle has already been dispatched with pickup orders, fees will be charged at the applicable one-way rate based on the type of equipment ordered for all miles from the point of dispatch to point of

pickup times the applicable rate per mile, and subject to a minimum charge of \$250.00. A \$250.00 charge is also applicable if the truck is cancelled within 24 hours or less of scheduled pickup.

Item 300: CARRIER LIABILITY AND RELEASED VALUE

- a) Provider's liability for loss, damage, destruction or delay to cargo transported shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Provider's liability for loss, damage, or delay as to any shipment, regardless of cause, shall not exceed \$100,000 per trailer or conveyance. When providing services as a property broker, Provider shall have no liability for cargo loss, damage or delay, and its sole obligation is to provide assistance to Customer in facilitating any such claim with the Servicing Motor Carrier. Customer's sole recourse of recovery for any such claim on brokered shipments is with the Servicing Motor Carrier. Brokered shipments serviced by Servicing Motor Carriers shall be subject to the same liability limitations and exclusions applicable to Provider in this Tariff.
- b) Declaring values in excess of \$100,000.
 - i. Provider must be notified at the time it agrees to transport cargo that a value in excess of \$100,000 (but in any event, not exceeding \$250,000) will be declared, and the amount that will be declared. The released value shall be valid (meaning Provider's \$100,000 limitation of liability shall apply) unless Provider has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order request such additional liability, the Customer must contact Provider at 260/399-4417 or by e-mail at jflick@buchananhauling.com and make such request. If Provider agrees to accept the additional liability, Provider will provide a signed rate confirmation sheet acknowledging Provider's acceptance of increased liability and reflecting additional charges as set forth below. Provider's driver is not an authorized representative of Provider for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
 - ii. Certain high value and high risk cargo, including works of art, antiques, historic artifacts, jewelry, live animals and pharmaceutical product cannot be declared with a value in excess of \$100,000. Provider's maximum liability for all such products shall be limited to \$100,000 per trailer or conveyance.
 - iii. The declared value must be clearly stated as such on the face of the rate confirmation and the bill of lading.
 - iv. A charge of \$.20 per \$100 of declared value in excess of \$100,000, in addition to all other charges, shall be assessed.
 - v. Declared values in excess of \$250,000 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$250,000 per trailer or conveyance, Provider's liability shall continue to be limited to \$100,000 per trailer or conveyance.
- c) In no event shall Provider's liability exceed the lesser of the actual value of the cargo or the declared value.
- d) Excluded Cargo.
 - i. Provider shall not be liable for loss or damage for excluded cargo, including spirits, cigars, cigarettes, tobacco and tobacco products, computers and computer components, domestic electrical equipment including television screens, CD players, DVD players and game consoles mobile telephones or components for mobile telephones, clocks, and watches, fur, leather or garments made from fur and leather, non-ferrous metals, in sheet, bar, ingot, tube, quail or similar form. Customer is required to contact Provider in the event that any shipment contains any excluded cargo to arrange for proper insurance for such cargo.
- e) Used or Reconditioned Equipment The foregoing notwithstanding, Provider's cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Provider cargo liability for such goods is limited to \$.10 per pound per item up to \$10,000 per trailer or conveyance unless excess value is declared and obtained in accordance with the foregoing provisions. Regardless of valuation, Provider's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and will not be liable for any

claims of diminished value or any other value not specifically set forth herein. The charge will be \$.20 per \$100.00 of value declared over \$10,000 with a maximum limit of \$50,000 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.

- f) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.
- g) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Provider. Provider reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Provider.
- h) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.
- i) Provider shall not be liable for any special, consequential or punitive damages incurred with respect to the services provided or related to any damage, destruction or delay to cargo being transported. Included as consequential damages for purposes of this provision are crane, rigging and other specialized services (unless otherwise covered by in Item 300 (j) below) incurred by Customer, any facility downtime claim caused by delay, and damages resulting from loss of use of cargo.
- j) In those situations where Customer has provided prior notice to Provider that a crane or other rigging services has been scheduled for the delivery date and time agreed to by Provider, and delivery is delayed due to the negligence of Provider, then Provider will assume responsibility for the crane or rigging charges of up to \$2,500 per occurrence. Such claim and all supporting documents, including but not limited to the invoice for the crane/rigging services, must be provided to Provider within seven (7) days of the actual date of delivery (as specified on the signed Bill of Lading). Provider will have no responsibility for any claims that are filed outside of seven (7) days.

Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below, and as otherwise may be required by law, the terms of the bill of lading.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made: (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Provider as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Provider for an uncertain amount, such as "\$100 more or less," Provider will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Concealed damage claims. When damage to contents of a shipping container or cargo is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Provider upon discovery and a request for inspection by Provider's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.
- If more than fifteen (15) days pass between date of delivery of shipment by Provider and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by Provider, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.
- f) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Provider no later than two years and one day from the day when written notice is given by the Provider to the claimant that Provider has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Provider shall not be liable, and such claims will not be paid.
- g) Provider shall be liable for a maximum of the actual cost of the cargo. Cost shall mean the raw cost of the materials and labor with no mark up for profit. In no event shall carrier be liable for retail value. Provider shall be liable for a maximum of \$20/man hour for any labor involved in fixing damaged cargo.

Item 320: INVESTIGATIONS OF CARGO CLAIMS

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

Provider reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct.

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

Item 330: ACKNOWLEDGMENT OF CLAIMS

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

Item 350: PROCESSING OF SALVAGE

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

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

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

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

Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

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

Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS

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

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

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

If Provider is not provided sufficient information with which to properly apply a payment, Provider shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Provider does not receive the information requested within 90 days from the date of the notice, Provider may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

Item 500: LIABILITIES NOT ASSUMED

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

Item 510: COLLECTION ON DELIVERY (COD) SHIPMENTS AND PREPAYMENTS

- a) This service is not provided. As such, carrier will not be liable for collecting any COD charges even if the bill of lading is designated as COD delivery.
- b) In the event that carrier requires prepayment, payment shall be made to carrier via wire, credit card or electronic check PRIOR TO DEPARTING FROM SHIPPER.

Item 520: FORCE MAJEURE EVENTS

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

Item 530: APPOINTMENTS

Provider is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Provider will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Provider's duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

Provider does not agree to any charges for a late delivery unless agreed to in writing by an officer of Buchanan Hauling and Rigging, Inc. Delivery times on rate confirmations are to be considered estimates and are not to be considered to agreeing to damages for deliveries made beyond the estimated dates/times.

Item 540: IMPRACTICABLE OPERATIONS

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

Item 550: LIMITATION OF SIZE AND WEIGHT

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities. Without limiting the foregoing, Provider is not required to accept for transportation any lading that exceeds 45,000 pounds or which occupies the full visible capacity of the trailer provided.

Item 560: WARRANTIES

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

Item 570: NON-WAIVER

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

Item 580: PACKAGING, MARKING AND PAPERWORK

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

Item 600: HAZARDOUS MATERIALS**BUCHANAN HAULING AND RIGGING DOES NOT ACCEPT HAZARDOUS MATERIAL LOADS.**

Shipments which contain articles considered hazardous as defined by applicable law or regulation will be subject to an additional charge of \$_____ per shipment. Such charge shall be in addition to all other applicable charges.

NOTE: The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Provider. Customer must provide the carrier with the proper shipping names, hazardous class and the proper "UN" classification. Provider and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Provider, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing.

Item 610: PIER DELIVERIES

Provider expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$100 minimum. Detention will be applied normally.

Item 620: RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned upon instructions from Customer, and Provider's applicable prevailing Tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges.

Item 630: REDELIVERY

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the Provider vehicle is capable of making delivery and through no fault of Provider such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free-time given, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not Provider's vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$75.00 shall be assessed.

Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused), rejected or damaged, Provider will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin and charges

will be assessed at the mileage rates shown in carriers' applicable tariffs (in effect on the date of the return shipment) with mileage calculated from delivery point to point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

Item 650: SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request, Provider may provide the following services and/or equipment. Provider will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of the shipment. If prior arrangements for specialized services and/or equipment are not made with the carrier, carrier reserves the right to refuse such shipment. Customer may however, at its own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media. The following charges shall be in addition to all other lawful transportation and related charges. **[SEE EXHIBIT A]**

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

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).
- c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. For all other stops for partial loading or unloading, the charge shall be \$**[SEE EXHIBIT A]** per stop.
- d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, the carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.

NOTE: When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points.

Item 670: STORAGE RIGHTS

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

Provider liability for loss or damage to cargo is eliminated once cargo is deposited.

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

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

Item 710: SUBCONTRACTING RIGHTS

When necessary to honor service commitments, Provider may, at its sole discretion, utilize the services of Servicing Motor Carrier or other modes of transportation. When brokering shipments to Servicing Motor Carriers, Provider shall have no liability for cargo loss, damage or delay claims, nor for the acts or omissions of the Servicing Motor Carriers or its agents, employees, contractors or drivers.

Item 720: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER

All such moves are considered to be round-trip moves, even if the Customer trailer is only transported one-way. As Provider is requested or required to provide power to transport a Customer trailer, charges will be 120% of the applicable one-way mileage (outbound) rate.

Item 730: TEAM DRIVER

When requested by the purchaser of carrier's services, an extra driver will be furnished at a rate of \$1.00 per mile in addition to all other published charges. The bill of lading must bear the notation "Team Driver Requested".

Item 740: TRACTOR & TRAILER (HOURLY RATE)

When carrier provides a Tractor and Trailer based on an hourly rate, the rate shall be \$125.00/hour with a 4 hour minimum. See [EXHIBIT A] -billed in one hour increments.

Item 750: TRAILER RENTAL

When carrier rents trailers, the rates shall be as reflected in [EXHIBIT A]

Item 760: NEW YORK CITY CHARGES

Shipments originating at or destined to New York, NY (points in the Boroughs of Bronx, Brooklyn, Kings, Manhattan, Staten Island and Queens) and points in Nassau and Suffolk Counties, an additional \$350.00 per shipment will be charged in addition to all other lawfully published charges.

Item 770: EXCLUSIVE USE OF VEHICLE

When the exclusive use of a vehicle is provided by the carrier at the request of the purchaser of carrier's services, the following provisions will apply:

- a). The request must be given in writing or placed on the Bill of Lading and Shipping Order.
- b). Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the Bill of lading will not apply.

- c). Charges for this service will be a minimum charge of 150% of the freight charges based on the actual weight or the applicable truckload charge based on 40,000 pounds (full truckload) whichever is greater.

Item: 780: DETENTION, WITHOUT POWER, COMPUTATION OF TIME -"SPOTTED TRAILERS"

- a). Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
- b). For trailers spotted for loading or unloading, time commences at the time of placement for loading or unloading as the case may be.
- c). Saturday, Sunday and Holidays shall be included in the free time calculation.
- d). When a trailer is both loaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, the free time for loading shall not begin until free time for unloading has elapsed.
- e). Consignor shall notify carrier, the purchaser of carrier's services or other party designated by them, when loading or unloading has been completed and the trailer is available for pickup.
- f). When a spotted trailer is changed to a vehicle with power, free time shall cease at the time of request. Detention provisions governing vehicles with power units will then apply.
- g). When prearranged scheduling has been made, time begins from the actual time of spotting if the carrier's vehicle arrives later than the scheduled time. If the carrier's vehicle arrives prior to the scheduled time, time shall begin at the scheduled time of actual time spotting commences, whichever is earlier.

Item 790: TEMPERATURE CONTROL

Provider shall assume no responsibility for articles or commodities that require protection from either heat or cold. Any shipment requiring temperature control will be accepted at the purchaser of carrier's services own risk.

Item 800: PICK-UP OR DELIVERY SERVICE SATURDAY, SUNDAY OR HOLIDAY

- a). When the purchaser of carrier's services requests carrier to pick up or deliver freight on Saturday, Sunday or a Holiday, such service shall be subject to an additional charge.
 - i. \$200.00 Saturday
 - ii. \$300.00 Sunday or Holiday
- b). The carrier is not obligated to furnish pickup or delivery service on Saturday, Sunday or a Holiday.

Item 810: INSURANCE COVERAGE

Insurance certificates will be provided at purchaser of carrier's services request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the purchaser of carrier's services request, they will be shown as a certificate holder.

Item: 820: SHIPMENTS CONTAINING FOOD

Notwithstanding any other provisions of this Tariff, with respect to any food intended for human or animal consumption, including articles used for components thereof (“Food”) with respect to which services are provided by Provider, the provisions of this section shall apply and supersede to the extent in conflict with any other terms and conditions maintained in this Tariff.

- a) Notice of Consignments Containing Food. Any Customer tendering, receiving or otherwise requesting services with respect to any shipment consignment containing Food shall, at the time of the initial request for services with respect to the individual consignment in question is made, provide written notice to Provider that the consignment contains Food (hereinafter, the “Notice”), which Notice must also include any special instructions or handling requirements applicable to any such consignment, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the “Specialized Instructions”) regardless of whether such requirements are imposed by private parties or by any applicable law, rule, regulation. Temperature requirements must be stated solely in degrees Fahrenheit. Any such Notice must be provided in writing (including electronic means) at the time of Customer’s initial request for services to which such Notice relates and shall specifically identify the shipment to which it relates. Provider shall not be bound to comply any provisions contained in the Notice, including any Specialized Instructions set forth therein, unless Provider expressly confirms in writing identifying the specific shipment covered by the Notice, Provider’ agreement to comply. If Customer tenders a shipment identified in the Notice without receiving such written confirmation from Provider prior to pickup, Customer acknowledges and agrees that Provider shall have no obligation to abide by the Notice or any Specialized Instructions contained therein.
- b) Effect of Failure to Provide Required Notice. If a consignment of Food with respect to which written Notice is required pursuant to the provisions of this Tariff is tendered, but Notice is not given and confirmed by Provider in accordance with the provisions of this Tariff, then, notwithstanding any other provision of this Tariff, liability of Provider arising from or related to cargo loss or damage, including loss or damage due to unreasonable delay, shall be limited to \$0.10 per pound per package unless excess value has been declared by Customer in accordance with the requirements of this Tariff. Moreover, if Customer has declared excess valuation with respect to any such consignment, with respect to which notice is required but not provided, notwithstanding the amount of excess value declared, in no event will liability of Provider exceed \$25,000.
- c) Consignments Requiring Temperature Control. With respect to any consignment for which temperature control service has been requested in a Notice containing Specialized Instructions, in the absence of Provider’ confirmation of any Specialized Instructions to the contrary, the following terms and conditions will apply to Provider’ transportation of such commodities: (1) the consignor of the consignment shall ensure that commodities are within appropriate temperature ranges at the time of physical tender to Provider; (2) the consignor and consignee shall be solely responsible for taking, and maintaining records of, temperature readings at origin and destination respectively and Provider shall have no responsibility to do so nor to record temperature while in-transit; (3) the consignor shall be solely responsible for ensuring the transporting conveyance is set to appropriate temperature ranges prior to initiation of loading; and (4) upon delivery, temperature readings shall be taken of product itself, not the ambient trailer temperature, and in the event a reading indicates commodities in one part of the trailer have been subjected to temperatures outside of the agreed upon range, sample readings will be taken of product loaded throughout the entire trailer.
- d) Failure to Comply with Written Instructions. **ANY FAILURE OR ALLEGED FAILURE BY CARRIER TO COMPLY WITH SPECIALIZED INSTRUCTIONS PROVIDED AND ACKNOWLEDGED IN ACCORDANCE WITH THE PROVISIONS OF THIS TARIFF SHALL NOT, IN AND OF ITSELF, RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED, OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL LACK OF THE ORIGINAL SEAL AT THE TIME OF DELIVERY RESULT IN ANY PRESUMPTION THAT THE**

CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. ANY DETERMINATION THAT FOOD HAS BEEN RENDERED UNSAFE, CONTAMINATED, ADULTERATED, OR UNFIT FOR ITS INTENDED PURPOSE REQUIRES EXERCISE OF REASONABLE DISCRETION. CUSTOMER CONFIRMS ITS OBLIGATION TO MITIGATE DAMAGES.

Item 830: MEXICO SHIPMENTS

All shipments moving to and from Mexico will be interchanged with a Mexican Service Provider at the nearest border location. Provider's responsibility for any cargo, loss, delay, damage or destruction, for all shipments either originating in or ultimately destined to Mexico shall be deemed as either originating or terminating at the border point in the United States regardless of the issuance of a through bill of lading. As permitted by 49 U.S.C. § 14101(b)(1) Provider and Carrier expressly waive all rights and remedies they may have as to each other under 49 U.S.C. § 14706 for all cargo loss, damage, delay or destruction claims arising in Mexico, and Provider shall not be liable for any such claims. In the event that the cargo loss, damage or destruction is first discovered after delivery of the freight to the consignee, whether the load originated in Mexico or was ultimately destined to Mexico, the damage will be presumed to have occurred in Mexico, absent a preponderance of direct evidence to the contrary. Provider assume no responsibility or liability with respect to the acts or omissions of any Mexican Service Provider used to assist in shipments to and from Mexico.

EXHIBIT A		
ITEM#	ACCESSORIAL	AMOUNT
100	Minimum Charge (50 miles or more) -plus FSC	
	- Van	\$825.00
	- Flatbed/Step-Deck (Legal)	\$875.00
	- RGN (Legal)	\$1100.00
100	Local Moves (Less then 50 miles) -plus FSC	
	- Van	\$350.00
	- Flatbed/Step-deck (Legal)	\$450.00
	- RGN (Legal)	\$875.00
	**charges may increase depending on time involved to do load - i.e. congestion	
210	Driver Assist	
	-per occurrence	\$225.00
220/630	Detention	
	- two hours free	
	- per hour after two free hours	\$80.00
	- Maximum charge in 24-hour period for flat bed and van trailers up to 53'	\$1100.00
	- Minimum charge for all other work where pickup or delivery is delayed. <ul style="list-style-type: none"> • Includes both tractor and trailer • Plus 115% of the cost of escorts, service vehicles, tillermen, project supervisors per day of delay • This charge applies unless a new rate is agreed to in writing and applies only on those shipments in the written acknowledgement. 	\$3500.00
240	Permits - Oversize/Overweight	
	- standard non super loads the greater of \$65/state or cost plus 20%.	\$75.00
	- super load permits will be spot quoted separately	
270	Truck Order Not Used (TONU)	
	- Greater of actual miles in transit at agreed rate/mile	\$275.00
	or \$250 for any truck that is cancelled within 24 hours of scheduled pickup.	
620	Re-Consignment	
	- \$250.00 plus \$2.75 per mile from consignment point to final destination.	
630	Layover	\$450.00
650	Tarp Charges	
	- Standard Load Minimum	\$125.00
	- Machinery/Oversize Minimum	\$400.00

660	Stop-Offs	
	- after initial pickup – first stop off charge	\$75.00
	- after first stop-off – 2nd stop off charge	\$100.00
	- 3rd stop off and any additional stop offs	\$150.00

EXHIBIT B
FUEL SURCHARGE TABLE

Low	High	FSC
\$1.36	\$1.42	\$0.04
\$1.43	\$1.49	\$0.06
\$1.50	\$1.56	\$0.07
\$1.57	\$1.63	\$0.08
\$1.64	\$1.70	\$0.09
\$1.71	\$1.77	\$0.10
\$1.78	\$1.84	\$0.11
\$1.85	\$1.91	\$0.13
\$1.92	\$1.98	\$0.14
\$1.99	\$2.05	\$0.15
\$2.06	\$2.12	\$0.16
\$2.13	\$2.19	\$0.17
\$2.20	\$2.26	\$0.18
\$2.27	\$2.33	\$0.20
\$2.34	\$2.40	\$0.21
\$2.41	\$2.47	\$0.22
\$2.48	\$2.54	\$0.23
\$2.55	\$2.61	\$0.24
\$2.62	\$2.68	\$0.25
\$2.69	\$2.75	\$0.27
\$2.76	\$2.82	\$0.28
\$2.83	\$2.89	\$0.29
\$2.90	\$2.96	\$0.30
\$2.97	\$3.03	\$0.31
\$3.04	\$3.10	\$0.32
\$3.11	\$3.17	\$0.34
\$3.18	\$3.24	\$0.35
\$3.25	\$3.31	\$0.36
\$3.32	\$3.38	\$0.37
\$3.39	\$3.45	\$0.38
\$3.46	\$3.52	\$0.39
\$3.53	\$3.59	\$0.41
\$3.60	\$3.66	\$0.42
\$3.67	\$3.73	\$0.43
\$3.74	\$3.80	\$0.44
\$3.81	\$3.87	\$0.45
\$3.88	\$3.94	\$0.46
\$3.95	\$4.01	\$0.47
\$4.02	\$4.08	\$0.49
\$4.09	\$4.15	\$0.50
\$4.16	\$4.22	\$0.51
\$4.23	\$4.29	\$0.52
\$4.30	\$4.36	\$0.53
\$4.37	\$4.43	\$0.54



Setting the Standard for Safety, One Mile at a Time.

\$4.44	\$4.50	\$0.56
\$4.51	\$4.57	\$0.57
\$4.58	\$4.64	\$0.58
\$4.65	\$4.71	\$0.59
\$4.72	\$4.78	\$0.60
\$4.79	\$4.85	\$0.61
\$4.86	\$4.92	\$0.63
\$4.93	\$4.99	\$0.64