
RULES BOOK FOR MOTOR CARRIER AND INTERMEDIARY OPERATIONS

ITEM 25 SCOPE

This *Rules Book for Motor Carrier and Intermediary Operations* (referred to herein as the “Rules Book”) is applicable to all aspects of motor carrier and/or intermediary operations (referred to herein as the “Transportation Services”) performed by TRANSInternational System¹ (referred to herein as “TRANSInternational”), and it contains rates applicable to the same. The complete and current Rules Book is published and available on-line at www.trnj.com, and it applies equally to all shippers, consignees, beneficial owners, intermediaries, brokers, freight forwarders and other customers (referred to herein, both independently and collectively, as the “Customer”) utilizing or benefiting from Transportation Services provided by TRANSInternational. Where reference is made to a tariff, whether by federal, state or local law or regulation, shipping document, freight classification or other tariff, this Rules Book shall constitute the tariff of TRANSInternational.

ITEM 50 AUTHORITY

TRANSInternational maintains authority, and is duly registered, to provide both common and contract highway transportation for hire, and act as a broker, of general commodities: (1.) In interstate and foreign commerce pursuant to authority issued in FMCSA Docket No. MC-146769; (2.) from and to points within the State of Ohio pursuant to Permit No. 65999-P, issued by the Public Utilities Commission of Ohio.

ITEM 51 DEFINITION OF TERMS

Except as otherwise expressly noted herein, the following general definitions apply when such terms are used in this Rules Book:

“BILL OF LADING” – A document evidencing the receipt of goods for shipment and identifying the shipper, carrier, consignee, nature and volume of goods to be shipped, and some terms and conditions of carriage. To the extent such terms and conditions conflict or are inconsistent with this Rules Book, they shall not apply, and the Rules Book shall take precedence and control all corresponding Transportation Services provided by TRANSInternational.

¹ TRANSInternational System is a division of Stewart Corp., a corporation duly organized and existing under the laws of the State of Ohio, and as such, the provisions of this Rules Book apply equally to motor carrier and intermediary services provided by Stewart Corp. and/or all of its divisions, including, but not limited to, TRANSInternational System.

“BROKER” – An intermediary who arranges for the transportation of a shipment by a third party motor common or contract carrier and instructs said carrier on the same, but who does not participate in the physical act of transporting such shipment.

“BUSINESS DAY” or *“BUSINESS HOURS”* – A business day is comprised of the business hours during which TRANSInternational regularly performs Transportation Services and does not include Sundays or holidays.

“CARRIER” – The entity performing the physical act of transporting a shipment and the goods described in the corresponding bill of lading. This term does not apply to TRANSInternational where it brokers a particular shipment to a third party motor common or contract carrier.

“CONSIGNEE” – The entity named in a bill of lading to whom or to whose order the bill promises delivery or the beneficial owner of goods identified in the bill. There may be more than one (1) consignee named on a particular bill of lading.

“CONSIGNOR” or *“SHIPPER”* – The entity named in a bill of lading as the person from whom the goods have been received for shipment or the entity tendering, or arranging for the tender, of such goods to the carrier.

“DEMURRAGE” – Charges assessed by operators or owners of a pier, rail yard, or other facility for the storage of equipment and goods being held for subsequent pick-up by its owners or their agent, which may be assessed directly against the goods or against the equipment containing the goods.

“DOMESTIC TRAFFIC” – Traffic originated at and destined to points or places other than those located in foreign countries.

“DROP” – The positioning of a trailer, container or chassis at a designated premises, leaving the equipment at such premises for future loading, unloading and/or handling (*See also, “Spotted”*).

“EQUIPMENT OWNER” – The owner, or actual or apparent agent of owner, of equipment authorized for usage and utilized, but not owned, by TRANSInternational, including, but not limited to, containers, chassis and trailers.

“FREE TIME” – The period of time, as designated by TRANSInternational in its sole discretion, allotted for the loading or unloading of goods comprising a shipment, after which charges for delay and/or detainer of equipment and/or driver(s) used to transport said shipment shall apply (*See also, “Per Diem”*).

“HOLIDAY” – The following days constitute holidays as used herein: New Year’s Day; Memorial or Decoration Day; Independence Day; Labor Day; Thanksgiving Day;

Christmas Day. Each holiday will be recognized and observed on the day designated by the federal government as the recognized holiday.

“INTERMODAL CONTAINER” or *“TRAILER”* – A vehicle specifically designed to carry goods by two or more modes of transportation during the shipment (*i.e.*, water-rail-truck, water-truck, truck-rail-truck, etc.), which is typically owned by the water or rail carrier.

“INTERMODAL TRAFFIC” – Traffic,

“LIFT” – The physical removal or attachment of an intermodal container from or to its chassis by a container-handling device.

“LOADING” – The placement of goods into a trailer or intermodal container. The Customer is solely responsible for loading, which is not complete until all of the following conditions have been satisfied: Customer shall inspect the goods to ensure they have been properly loaded and secured and are safe for transport and delivery; if a seal is used, Customer shall provide TRANSInternational with a continuous seal record and indicate the seal type and number on the corresponding bill of lading; Customer shall provide TRANSInternational with a completed bill of lading and other necessary shipping documents, including, but not limited to, emergency response papers; Customer shall acknowledge, through the signature of its authorized representative, the condition and count of goods transported, as stated on the bill of lading or load report. Unless otherwise noted on the face of the bill of lading, any and all shipments transported by TRANSInternational are shipper’s load and count.

“PER DIEM” – Daily charges for the delay or detainer of equipment, including, but not limited to, any power unit, trailer, intermodal container or chassis beyond the specified free time.

“POWER UNIT” – See, *“TRUCK.”*

“PREMISES” – The real property, and any improvements thereon, at or near the facilities of the Customer or other designated party.

“RULES BOOK” – A term encompassing this Rules Book and all supplements, amendments, and revisions made by TRANSInternational.

“SEAL” – A device bearing an identifying mark and/or number that is used to secure, in the closed position, points of entry to a trailer or intermodal container and cannot be removed without destroying the integrity of the seal. Where a trailer or intermodal container is sealed, the Customer is responsible for providing TRANSInternational with a continuous seal record for the corresponding shipment. Use of a seal is *prima facie*

evidence of shipper's load and count, regardless of any notation to the contrary or otherwise on the bill of lading.

"SHIPMENT" – Except as otherwise provided herein, a quantity of freight received from one shipper (or shipper's designee), on one shipping order or bill of lading, at one point of origin, at one time, for one consignee, at one delivery point, at one destination.

"SHIPPER" – See, *"CONSIGNOR."*

"SHIPPER'S LOAD AND COUNT" – An industry term commonly used to designate shipper's responsibility for loading and securing goods comprising the designated shipment and protecting against damage and/or loss as a result thereof.

"SITE" – A specific, physical location at or near the premises of the Customer or other designated party.

"SPOTTED" – A trailer, intermodal container or chassis is considered "spotted" when it is detached from a power unit and left unattended by TRANSInternational at a site designated by the Customer for purposes of loading, unloading or lifting.

"TERMINATION" – An event marked by delivery of intermodal equipment, including, but not limited to, an intermodal container or trailer, to a pier, rail yard, or other facility for the transfer or exchange of intermodal equipment, as designated by the owner of said intermodal equipment, and completion of an equipment interchange receipt by the delivering driver.

"THIRD PARTY" – Any person or other entity, other than TRANSInternational or the Customer, whose acts or omissions are relevant to or affect, directly or indirectly, a particular shipment.

"TRAILER" – See, *"INTERMODAL CONTAINER."*

"TRANSPORTATION AGREEMENT" – A written agreement between TRANSInternational and a Customer governing certain aspects of the Transportation Services provided hereunder. In order for a transportation agreement to be binding and enforceable, it must be signed by the President or Vice President of TRANSInternational, and no other officer, employee, agent or subcontractor shall have the authority, actual or apparent, to so bind TRANSInternational. Bills of lading or other shipping documents, although they contain certain terms and conditions of carriage, are not transportation agreements and will not supercede or take precedence over the provisions of this Rules Book.

"TRUCK" or *"POWER UNIT"* – Any single load-carrying vehicle propelled or drawn by mechanical power and used upon and over the highways in the transportation of property.

“TRUCKLOAD” – A single load of goods, which fills or is intended to fill an entire truck, trailer or intermodal container, or which comprises the exclusive use of said truck, trailer or intermodal container.

“UNLOADING” – The removal of goods from a trailer or intermodal container. The Customer is solely responsible for unloading, which is not complete until all of the following conditions have been satisfied: On shipments billed “to order,” surrender of the bill of lading to TRANSInternational; payment of all lawful charges to TRANSInternational, when required prior to delivery of the goods; Customer’s notification to TRANSInternational that the truck, trailer or intermodal container is empty and ready for forwarding; Customer’s signature on the delivery receipt or other proof of delivery.

“VEHICLE” – A term encompassing any truck, power unit, intermodal container, trailer, chassis, or any combination of the same used for the transportation of property.

ITEM 100 RELATED DOCUMENTS

- 100.1 The standard shipping document is the bill of lading. Other shipping documents may be used as deemed necessary by TRANSInternational or the Customer. To the extent certain provisions in any such documents conflict or are inconsistent with this Rules Book, said provisions shall not apply, and the Rules Book will take precedence and control over all corresponding Transportation Services provided by TRANSInternational. A driver’s signature on a bill of lading is indicative only of his or her receipt of the corresponding shipment, as described on the bill of lading, and nothing more.
- 100.2 To the extent rates are premised upon mileage, the version of PC*MILER®, published by ALK & Associates, currently in use by TRANSInternational will be used to determine mileage and arrive at corresponding rates and/or charges applicable to the corresponding shipment.
- 100.3 TRANSInternational and the Customer may enter into a written transportation agreement, which, when duly signed by the President or Vice President of TRANSInternational, shall control those aspects of the Transportation Services expressly covered in said transportation agreement. This Rules Book will continue in its application to and control of all aspects of the Transportation Services not expressly covered in the transportation agreement.

ITEM 110 LIMITATION OF LIABILITY

- 110.1 TRANSInternational's liability for loss or damage of all or any part of the goods comprising a shipment is hereby limited to a maximum monetary value of \$100,000.00 per occurrence or actual damages experienced by the customer, whichever is less; provided, however, that the Customer, at its option and expense, may declare an increased value for a particular shipment and increase TRANSInternational's limits of liability established herein, to the extent corresponding insurance coverage is available to TRANSInternational and Customer pays an increased rate reflective of and sufficient to cover the resultant, additional insurance premium(s). Under no circumstances shall TRANSInternational be liable for special, consequential, incidental or indirect damages, loss or injury.
- 110.2 Where a shipment moves under a third party bill of lading, which further limits the liability for loss or damage of goods to an amount less than the limits set forth herein, the lesser limits, designated by the third party bill of lading, shall apply, and the liability of TRANSInternational shall be no greater than that of the third party issuing said bill of lading. Under no circumstances shall a third party bill of lading increase the limits of liability established in this Rules Book.
- 110.3 No Customer shall tender to TRANSInternational, and TRANSInternational shall not knowingly transport, any shipment with an actual or declared value in excess of \$300,000.00, and any such shipment shall be deemed non-conforming to the terms and conditions of this Rules Book. Failure to adhere to this Item 110.3 shall result in an automatic declared value of \$100,000.00 being applied to the non-conforming shipment.

ITEM 120 CLAIMS FOR LOSS OR DAMAGE OF GOODS

- 120.1 Any claim for loss or damage of goods shall be filed with TRANSInternational by the Customer within nine (9) months immediately following delivery of the goods affected. Loss or damage claims shall be investigated, filed, handled, and dispensed with in a manner consistent with 49 CFR 370.3 and 49 CFR Part 1005. Within a reasonable period of time after receipt of a properly filed claim, TRANSInternational will allow or reject all or a portion of the claim in writing. In case of rejection, the Customer must file any ensuing action, whether at law or in equity, within two (2) years of receiving notice of such rejection. The Customer's failure to adhere to the time limits established herein shall act as a complete and absolute bar to any further proceedings against TRANSInternational.

- 120.2 If a shipment has had prior water, road and/or rail movement, the Customer shall arrange for TRANSInternational to receive a written trailer or intermodal container inspection report prior to TRANSInternational accepting the shipment. The inspection report shall include information relative to the physical condition of the trailer or intermodal container and seal(s) at the time of interchange, and it may resemble a continuous seal record. Thereafter, TRANSInternational is responsible for delivery of the trailer or intermodal container, with seal(s), in the same condition as noted in the inspection report. TRANSInternational is not responsible for loss or damage of goods comprising a sealed shipment, unless the seal integrity is breached while under the care, custody and control of TRANSInternational.
- 120.3 All truckload shipments tendered to TRANSInternational will be loaded by the Customer and moved as “shipper’s load and count,” regardless of any notation, or lack thereof, to the bill of lading. The Customer is solely responsible for affixing any desired seal(s) to the trailer or intermodal container and recording the seal number(s) on the bill of lading and continuous seal record. TRANSInternational is not responsible for the load, count or condition of goods comprising shipments under seal, goods loaded onto spotted equipment, or goods loaded outside the presence of TRANSInternational’s driver.
- 120.4 If a shipment moves under the terms of a through intermodal ocean bill of lading, with TRANSInternational as a participating carrier, the liability of TRANSInternational will be no greater than the liability of the ocean carrier issuing the intermodal ocean bill of lading.
- 120.4.1 The number of packages per container indicated in the “Total Number of Containers or Packages” section of the intermodal ocean bill of lading will be the maximum number of packages allowed in calculating TRANSInternational’s liability, if any. If the number of packages cannot be ascertained with certainty from the ocean bill of lading, the number of packages within the vehicle will be equivalent to the customary freight count of the goods shipped.
- 120.5 The Customer is solely responsible for packaging, loading, blocking, bracing and otherwise securing any and all goods comprising a shipment, as necessary to protect against damage or loss and ensure safe transportation, delivery and unloading of such goods. The Customer’s failure in any of the foregoing respects shall serve to automatically release TRANSInternational of any and all liability for damage or loss of goods

occurring during transit. Further, the Customer will protect, indemnify and hold TRANSInternational harmless from and against any and all claims, actions, causes of action, cost, expense, damage, loss, injury or other liability, including reasonable attorneys' fees, arising directly or indirectly out of the Customer's failure or refusal to properly package, load, block, brace or otherwise secure the goods.

- 120.6 TRANSInternational's liability for loss or damage of all or any part of a shipment shall not exceed the actual amount of physical loss or damage sustained to the cargo or limits of liability established herein, whichever is less. TRANSInternational is not liable for special, consequential or incidental damages, indirect losses, or punitive damages, including, but not limited to, interest or attorneys' fees arising from loss, damage, suspected contamination, or delay to cargo; nor will TRANSInternational be liable for any losses attributable to fluctuation in the market value of cargo.

ITEM 130 RATES, FEES AND CHARGES

- 130.1 To the extent not already covered in a transportation agreement, the rates, fees and charges for the Transportation Services provided by TRANSInternational are \$2.00 / per mile plus applicable fuel charges as per Fuel Table #1. Detailed origin / destination rates are available upon request by contacting rates@trnj.com. These rates are also subject to applicable fuel surcharges as per Fuel Table #1. For any one shipment, the Customer shall be liable for payment of said rates, fees, and charges, without any right of set-off whatsoever, upon tender of the goods comprising said shipment to the consignee. Rates, fees and charges shall be invoiced to Customer within fourteen (14) days of such tender, and the Customer will make payment, in U.S. funds only, to TRANSInternational within fifteen (15) days from the date of the invoice. If an invoice is sent via electronic means (*i.e.*, EDI, fax, e-mail, etc.), the date of transmission shall be the date of the invoice.
- 130.2 Payments not received within thirty (30) days from the date of the invoice are subject to interest at the rate of one and one-half percent (1½%), compounded monthly.
- 130.3 Payments not received within sixty (60) days from the date of the invoice will be subject to placement with a collection agency or legal counsel for formal collection of payment. Upon placement, the Customer will be responsible for any and all costs of collection, including, but not limited to, reasonable attorneys' fees.

- 130.4 Where rates, fees or charges are dependent upon mileage, the shortest distance identified in the version of PC*MILER®, published by ALK & Associates, currently in use by TRANSInternational will be used to determine mileage and arrive at corresponding rates and/or charges applicable to the corresponding shipment; provided, however, that when Customer directs TRANSInternational to use a route longer than that identified in PC*MILER®, the mileage over the longer route will apply and be used in determining the applicable rates, fees and charges.
- 130.5 In computing miles for purposes of determining rates, fees and charges, fractions of less than one-half (1/2) mile will be omitted, and fractions of more than one-half (1/2) mile will be rounded up to the next whole mile.
- 130.6 In addition to rates, fees and charges premised upon miles traveled, there are other flat rates, per diem fees, and ancillary (assessorial) charges set forth in Appendix "A." The Customer is responsible for payment of all applicable flat rates, per diem fees, and ancillary charges in a manner consistent with the procedure established for invoicing and paying rates, fees and charges premised upon mileage.

ITEM 140 RETURNED CHECKS

A \$75.00 handling fee will be assessed against and payable by the Customer on any check returned as unpaid for insufficient funds. Return of the check will not toll or otherwise affect the time limits for payment set forth herein, and the handling fee will be exclusive of and in addition to all other rights and remedies afforded TRANSInternational under this Rules Book or otherwise.

ITEM 150 LIABILITY FOR PAYMENT

- 150.1 The Consignor and Consignee are and shall remain primarily liable, jointly and severally, to TRANSInternational for payment of all rates, fees and charges accruing as the result of Transportation Services provided. Such primary liability shall survive payment of all or a portion of the rates, fees or charges to any entity other than TRANSInternational. In cases where TRANSInternational's customer is not identified as the Consignor or Consignee, it must provide written notice to both the Consignor and Consignee of such primary liability for payment of all rates, fees and charges.
- 150.2 Any entities receiving the benefit of Transportation Services provided by TRANSInternational shall be secondarily liable for any and all rates, fees and charges associated therewith, to the extent such entity is not already primarily liable. Entities commonly incurring secondary liability include,

but are not limited to, brokers, freight forwarders, and beneficial owners of goods transported.

ITEM 160 COLLECT AND C.O.D. SHIPMENTS

160.1 TRANSInternational will accept shipments on a COLLECT basis, but this shall not relieve Consignor of its primary liability for payment of all rates, fees and charges associated with such shipments. In addition, any Shipper of a COLLECT shipment must first satisfy the following conditions:

160.1.1 The Shipper will conduct its own internal investigation to ensure the favorable credit rating of Consignee and protect against damage, loss or injury resulting from Consignee's delay or inability to pay all rates, fees and charges arising from a COLLECT shipment. The Shipper must prepay all rates, fees and charges for each shipment consigned to a bad credit risk and will not tender such shipment to TRANSInternational as a COLLECT shipment.

160.1.2 The Shipper will provide TRANSInternational with written notice of the collect nature of the shipment, to be inscribed on the Bill of Lading and other relevant shipping documents. Absence of such a notation shall relieve TRANSInternational of any responsibility for collection from the Consignee.

160.2 Carrier is not responsible for collecting or handling monies due any party relative to any shipment, other than monies due to Carrier for services rendered. Any "C.O.D." terms or conditions in Bills of Lading accompanying shipments handled by Carrier shall be void and of no force or effect.

ITEM 170 ADVANCE CHARGES

170.1 To the extent not otherwise provided for herein or elsewhere, TRANSInternational will advance lawful charges assessed for loading, unloading, trans-loading, wharfage, handling, weighing or re-weighing, consolidating, demurrage, detention, storage or forwarding, for collection with other lawful transportation charges or in an invoice mailed under separate cover. A handling charge of 10% of the advanced amount will be added for all Shipments where TRANSInternational has advanced charges for the benefit of the Shipper, Consignee, or third party, subject to a \$10.00 minimum fee for each charge advanced. TRANSInternational may

advance charges which have either been paid prior to invoicing or which have simply accrued to TRANSInternational's account.

170.2 TRANSInternational will NOT accept responsibility for demurrage, detention or storage charges on any cargo or equipment, but will instead advance such charges for collection with other lawful transportation charges under all the conditions and handling charges as specified above, unless an authorized representative of TRANSInternational accepts responsibility for specific charges in writing. This rule applies even though TRANSInternational is directly notified by the delivering carrier or facility of the arrival of the cargo or equipment, and is irrespective of any separate agreements between TRANSInternational and the billing carrier or facility. If an authorized representative of TRANSInternational agrees in writing to accept responsibility for said demurrage, detention or storage:

170.2.1 Said written agreement of responsibility must include a specific description of the cargo or equipment in question, the time when responsibility for the charge begins, and the specific dollar amount or rate for the charges.

170.2.2 Said written agreement of responsibility can be terminated by TRANSInternational at any time for any reason. TRANSInternational's responsibility for charges will cease at midnight of the day in which a written termination of responsibility notice is sent.

ITEM 180 IMPRACTICABLE OR UNSAFE OPERATIONS

180.1 Pick-up or delivery service will NOT be performed by TRANSInternational at any site from or to which it is impracticable to operate vehicles because of:

- a. The condition of roads, streets, driveways, alleys, or approaches thereto;
- b. Inadequate loading or unloading facilities;
- c. Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as tending to create reasonable apprehension of danger to persons or property.

180.2 TRANSInternational will NOT knowingly transport and/or attempt to deliver shipments when to do so would constitute a violation of applicable Federal, state or local laws or regulations. The Customer is responsible for advising TRANSInternational immediately upon learning of any potential or actual violation of such Federal, state or local laws or regulations.

180.3 TRANSInternational will NOT knowingly transport and/or attempt to deliver shipments when to do so is deemed unsafe by any agent or authorized representative of TRANSInternational. If TRANSInternational becomes aware that freight has shifted during transit or that a mechanical defect has occurred in the trailer, intermodal container or chassis, which makes the equipment unsafe or illegal to operate, TRANSInternational will immediately discontinue transport of the shipment until the Customer has remedied, or agreed to reimburse TRANSInternational for the remediation of, the unsafe or illegal conditions. TRANSInternational is not liable for damage, loss or delay caused by its discontinuation of operations under this Item 180.3.

ITEM 190 PREARRANGED SCHEDULE OF VEHICLE ARRIVAL FOR
LOADING OR UNLOADING

Upon reasonable request of the Customer, TRANSInternational will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

190.1 When TRANSInternational enters into a prearranged schedule with Consignor, Consignee, or others designated by them for the arrival of the vehicle for loading or unloading, and TRANSInternational is unable for any reason to maintain such schedule, then TRANSInternational and Consignor, Consignee, or third party designated by them have the option to agree to a mutual convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against Consignor, Consignee, or third party designated by them from TRANSInternational's actual arrival time subject to an extension of 15 minutes, for every 15 minutes or fraction thereof, that the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.

190.2 Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

190.3 Notwithstanding prior provisions of this item, TRANSInternational is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier. The carrier offers no guarantee of pick-up, transport or delivery

other than reasonable dispatch and does not offer reduction or cancellation of freight or other charges in the event of alleged late pick-up, transport or delivery.

- 190.4 Shipper, Consignee, or other party designated by them shall be responsible for all per diem, demurrage, or other storage or usage charges if the mutually agreed to schedule for unloading (loading) is beyond the expiration of applicable free time(s). In such cases, charges may be assessed even for periods in which the intermodal equipment is not actually spotted on the premises of the Consignee or Consignor. Rules and Rates for per diem, demurrage, or other storage or usage charges shall be as stated in the Item designated in the Rules Book as DEMURRAGE/DETENTION ON INTERMODAL EQUIPMENT at PIER, RAIL RAMP, DRT or DMT.

ITEM 200 TRACTOR DETENTION (DETENTION OF VEHICLE WITH POWER UNIT)

This item applies when TRANSInternational's power units place a trailer or container for loading or unloading in accordance with the Consignor or Consignee's instructions, and 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:

200.1 GENERAL PROVISIONS

- 200.1.1 Free time for each vehicle and charges after the expiration of free time for each vehicle will be as stated in the current TRANSInternational System Rates Book.
- 200.1.2 The detention charges due to TRANSInternational 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 other 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.
- 200.1.3 Nothing in this item shall require TRANSInternational to a pick-up or deliver freight at hours other than the Carrier's normal business hours. This shall not be construed to restrict TRANSInternational's ability to accept pick-up and

delivery schedules at hours other than its normal business hours.

- 200.1.4 Loading or unloading at more than one site at or on the premises of Consignor, Consignee, or other third party shall constitute one vehicle stop, and the appropriate charges will apply.

200.2 COMPUTATION OF TIME

- 200.2.1 The time per vehicle shall begin to run upon actual notification of arrival by TRANSInternational's employee to a responsible representative of Consignor, Consignee, or other designated party at the premises of pick-up or delivery for loading or unloading. Upon such notification, a representative of the 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 times, then TRANSInternational's employee or driver representative will enter the time and it will be binding upon each party.
- 200.2.2 Time shall end upon completion of loading or unloading, and receipt by the driver of required shipping documents. Upon such completion, a responsible representative of Consignor, Consignee, or other designated party may enter the time of completion onto TRANSInternational's detention record. If the representative refuses to enter the time, then the Carrier's employee or driver representative will enter the time and it will be binding upon each party.
- 200.2.3 Computations of time are subject to and are to be made within the normal business hours at the designated place of pick-up or delivery. If TRANSInternational is permitted to work beyond this period, such working time shall also be included.
- 200.2.4 Upon reasonable request of Consignor, Consignee or others designated by them and subject to the provisions contained in the item designated "PREARRANGED SCHEDULE OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING", TRANSInternational will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments.

- 200.2.5 If TRANSInternational's vehicle arrives prior to scheduled arrival time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.
- 200.2.6 When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other.

ITEM 210 DRIVER LABOR UNLOAD/LOAD

- 210.1 When requested by the Consignor or Consignee or controlling party, labor will be furnished by TRANSInternational for loading or unloading. Charges for labor shall be at the rates designated in the current TRANSInternational System Rates Book. Charges for labor will be assessed in addition to any applicable detention charges for the power unit or vehicle.
- 210.2 Time shall be computed from the time the labor arrives at the place of pick-up or delivery until loading or unloading is completed. Labor will not be furnished unless requested by Consignor or Consignee. All loads are Shipper load and count, and Consignee unload and count. TRANSInternational will not be responsible for shortage claims when driver labor is provided to unload or load.
- 210.3 The provisions of this item do not obligate TRANSInternational to furnish labor, if such labor is not available at the point of loading or unloading.

ITEM 220 DROPPING CHASSIS, CONTAINERS OR TRAILERS FOR LOADING OR UNLOADING

- 220.1 Subject to the availability of equipment, TRANSInternational will detach the power unit from a non-powered unit (an empty or loaded trailer, container or chassis), on the premises of Consignor, Consignee, or on other premises designated by them or the controlling party.
- 220.2 In all cases where a driver delivers a piece of equipment, drops it, and leaves the premises without picking up another piece of equipment, a charge will be assessed to cover the cost of returning for the equipment. Charges are as shown in the current TRANSInternational System Rates Book in the rate matrix under the item entitled DROP CHARGES FOR TRAILERS, CONTAINERS OR CHASSIS. This charge will be in addition to any other charges which apply under terms of other items in this Rules Book, and is subject to the following provision:

- 220.2.1 When equipment is dropped at a facility for future loading/unloading, a bobtail is assumed to be required to a TRANSInternational TERMINAL CITY after the drop, and from that TERMINAL CITY back to the loading/unloading facility when the equipment is ready to be moved again. The result is a round trip bobtail between the TERMINAL CITY and the loading/unloading facility. Rates are determined based on the distance between the DROP LOCATION (the point where the actual equipment “drop” occurs) and the TERMINAL CITY as shown in the rate matrix. If the origin of the equipment is one of the points listed as a TERMINAL CITY in the rate matrix, that city will be used as the TERMINAL CITY for rating purposes unless a different TERMINAL CITY is agreed to between the Carrier and the controlling party prior to the commencement of the move. If the origin of the equipment is not listed in the TERMINAL CITY rate matrix, a special rate quote must be obtained from the Carrier that will be based on the available power needed to effect the drop.
- 220.3 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.
- 220.4 Carrier responsibility for safeguarding shipments to be unloaded under the provisions of this item shall cease when the vehicle is spotted at or on the site designated by Consignee.
- 220.5 Nothing in this item shall require a carrier to pick-up or deliver spotted trailers at hours other than Carrier’s normal business hours. This shall not be construed as a restriction on Carrier’s ability to pick-up or deliver spotted trailers at hours other than its normal business hours.
- 220.6 Carrier will not dispatch power to move the vehicle until such time as it has received notification that the vehicle is ready for pick-up.
- 220.7 “DROP AND PULL” Service.
- 220.7.1 A “pool” of trailers, containers, or chassis may be established at a location by single or multiple “trailer drops”. Once this “pool” is established, a trailer drop charge will not be assessed if, during the subsequent movements, the pick-up of a specific trailer container or

chassis is combined with the delivery of a trailer, container or chassis to that location, at the same time, to maintain the “pool”. When this type of activity is agreed upon between the Carrier and the controlling party it is known as “DROP AND PULL” service. When intermodal equipment is used, it will be the sole responsibility of the Shipper, receiver or third party that controls the movement to ensure that equipment is available, and that pick-up and delivery schedules are coordinated to avoid additional equipment drop charges.

ITEM 230 PER DIEM OR TRAILER DETENTION OF UNPOWERED VEHICLES
(TRAILERS, CONTAINERS OR CHASSIS)

230.1 FREE TIME FOR EQUIPMENT

230.1.1 CARRIER OWNED EQUIPMENT – DOMESTIC
SERVICE

230.1.1.1 For Carrier-owned equipment used in domestic service, the Carrier will allow 48 consecutive hours of free time for loading or unloading when trailer is dropped at the Shipper/Consignee location. Free time shall commence at the time of placement of the trailer at the site of the Shipper/Consignee.

230.1.2 INTERMODAL EQUIPMENT (CONTAINER/CHASSIS)
USED IN INTERNATIONAL TRAFFIC

230.1.2.1 For intermodal equipment used in international traffic, free time shall be the day of interchange and the equipment used for the move, plus the next two consecutive working days (excluding Saturdays, Sundays and Holidays). Certain equipment owners have extensions to this free time, which are published in Addendum A of this TRANSInternational System Rules Book. If equipment is used from a prior delivery (without a subsequent interchange), then free time for the subsequent shipper shall commence at the time of the placement of the equipment at their designated facility.

230.1.3 INTERMODAL EQUIPMENT (CONTAINERS,
CHASSIS, RAIL PIGGYBACK TRAILERS) USED IN
DOMESTIC TRAFFIC

230.1.3.1 For intermodal equipment used in domestic traffic, free time shall be the day of interchange of the equipment used for the move, plus the next two consecutive working days (excluding Saturdays, Sundays and Holidays). If equipment is used from a prior delivery (without a subsequent interchange), then free time for the subsequent Shipper shall commence at the time of placement of the equipment at their designated facility.

230.2 NOTIFICATION OF AVAILABILITY FOR DROPPED EQUIPMENT

230.2.1 Shipper, Consignee, or other party designated by them must notify carrier by fax or e-mail when loading or unloading has been completed and the equipment is available for pick-up. If Carrier accepts “notification of availability” by phone, it is for Customer convenience only, and if a dispute arises on date of notification, phone “notifications of availability” will not be considered valid notifications.

230.3 CHARGES

230.3.1 CARRIER-OWNED EQUIPMENT – DOMESTIC SERVICE

230.3.1.1 Charges will cease upon acceptable notification of availability by Shipper to Carrier. A per day (per diem) charge will be assessed against the Shipper/Consignee from the date of expiration of free time, to the date of notification of availability, per the TRANSInternational System Rates Book.

230.3.2 INTERMODAL EQUIPMENT (CONTAINERS,
CHASSIS, RAIL PIGGYBACK TRAILERS) USED IN
INTERNATIONAL OR DOMESTIC TRAFFIC

230.3.2.1 Charges will cease upon the day of interchange of equipment to the facility designated by the equipment owner. A per day (per diem) charge will be assessed against the Shipper/Consignee from the date of expiration of free time to the date of equipment interchange, per the TRANSInternational System Rates Book. Generally, Carrier will effect equipment interchange within two days of acceptable notification of availability. However, this does not alleviate the responsibility of the Shipper, Consignee or third party to pay per diem charges through ACTUAL date of equipment interchange, unless specifically agreed to in writing prior to the initial drop of equipment at the designated facility.

230.3.2.2 SPECIAL NOTE: If dropped equipment is one of a series of containers, trailers or chassis as described in the item of this Rules Book entitled "DROP & PULL SERVICE, per diem charges will ALWAYS accrue until ACTUAL interchange of equipment. Shipper, Consignee or third party designated by them, MUST include authorization for additional drop charges with notification of availability, if a special trip is required to effect the movement of the equipment to minimize per diem charges. Once a "pool" is established, the Carrier will assume that the coordination of pick-ups with drops to avoid additional trailer drop charges is the higher priority.

230.4 GENERAL PROVISIONS

230.4.1 The detention (per diem) 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.

- 230.4.2 If the container/trailer has been moved by the Consignee, Consignor, or other party designated by the, from the physical address which TRANSInternational last delivered said container/trailer, then any notification to TRANSInternational must include the physical address of the current location of the container/trailer. If this information is not communicated in writing to TRANSInternational at the time of fax notification, then additional charges for locating said equipment may apply, and valid date of “notification of availability” will be the date of written notification to TRANSInternational of the correct location of said equipment.
- 230.4.3 If conditions exist at the premises of a designated pick-up location which impedes the unencumbered access to any containers/chassis, chassis or trailers, then TRANSInternational will immediately notify the Consignor, Consignee or controlling party of the existence of such conditions. Once Consignor, Consignee, or controlling party is notified of such conditions, the valid “notification of availability” will be the date that TRANSInternational has been notified in writing that the conditions have been rectified.
- 230.4.4 In all instances where date of initial interchange is prior to actual delivery (trailer drop) date, Shipper/Consignee acknowledges that TRANSInternational effected the interchange to accommodate pick-up or delivery schedules, or to avoid demurrage charges.
- 230.4.5 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, the valid notification of availability will be the date of notification to the Carrier via e-mail or fax that the strike conditions no longer.
- 230.4.6 TRANSInternational will have no responsibility to forward an invoice from the equipment owner of intermodal equipment to substantiate or validate any charges.
- 230.4.7 In the context of “DROP AND PULL” service, TRANSInternational will make every effort to pull the

“oldest” available empty first. However, the Carrier will make no allowance on detention (per diem) charges for failure to do so, unless otherwise agreed to in writing.

ITEM 240 STOP-OFFS

240.1 GENERAL PROVISIONS

240.1.1 Except as otherwise provided herein, shipments received from one Shipper at one point at one time or one Consignee at one destination and covered by one Bill of Lading, may be stopped for partial loading and/or partial unloading, subject to the provisions found in this item and the applicable charges in the TRANSInternational System Rates Book.

240.1.2 This item will apply to stop-offs for loading or unloading, paperwork required for move, customs examinations, or any other stop-off required to effect movement.

240.2 CHARGES

240.2.1 For intermodal moves, the base freight rate will be figured from the point of origin (initial interchange point) of the intermodal equipment to the farthest loading/unloading point of the move.

240.2.2 Actual mileage will be figured by computing the distance traveled from point-to-point to effect the entire move including the specific sequence of stop-offs as required by the party controlling the move. Circuitous mileage will then be figured as the difference between the miles included in the base freight rate and the actual miles needed to effect the move.

240.2.3 The rate will be the base freight rate, plus the circuitous mileage rate applied to all circuitous miles, plus a stop-off charge for each stop-off required which is in addition to the final loading/unloading point, as designated in the TRANSInternational System Rates Book.

240.2.4 If the stop-off is in the same commercial zone as the pick-up, delivery, or subsequent stop-off, a flat charge of \$15.00

will be added to each stop-off charge to cover circuitous mileage.

- 240.2.5 Free time for calculating detention with power unit free time (Item ____) for multiple stop shipments will be the same free time as allowed for a shipment with the base freight rate calculated to the furthest point (Paragraph ____ above), and times will be cumulative for ALL stops.

ITEM 250 CUSTOMS OR IN-BOUND FREIGHT

- 250.1 If TRANSInternational is tendered a move which is “In-Bond” (movement from origin is allowed, but final delivery cannot be made until cleared by U.S. Customs), then an additional “In-Bond Charge” of \$50.00 will be assessed on the move.
- 250.2 If a shipment is presented to U.S. Customs for clearance at a point other than the final destination without detaching power unit from trailer, then an additional stop-off charge will be applied per Assessorial Charges above.
- 250.3 If a shipment is presented to U.S. Customs for clearance at a point other than the final destination, and the container or trailer is spotted (power unit detached) at the point where the cargo is presented for U.S. Customs clearance, a trailer drop charge per Assessorial Charges of this Rules Book will be assessed in addition to any other charges applicable per the provisions of this item and in addition to any spotting charges which may apply at the final destination.
- 250.4 Each “IT” Permit (International Transportation Permit) will be considered a separate shipment and must be accompanied by one Bill of Lading.

ITEM 260 WEIGHT VERIFICATION

- 260.1 TRANSInternational will, upon request of either the Consignor, Consignee or third party, secure a certified public scale weight for any shipment or vehicle. This may be for gross or axle weight considerations, or for cargo eight considerations (“Weigh Light & Heavy”).
- 260.2 CHARGES
- 260.2.1 If the scales are at the physical location of the Consignor/Consignee, no additional charges will apply.

- 260.2.2 If no scale facilities are available at the Consignor/Consignee, TRANSInternational will make reasonable effort to locate an available scale facility within 10 miles of the most direct route necessary to effect the shipment. If the miles required to reach the nearest available certified weigh facility is greater than 10 miles, a charge of \$1.50 per mile will be applied to all miles traveled which are in excess of the miles used to calculate the base rate.
- 260.2.3 The weight scale fees, if any, will be in addition to the TRANSInternational's certified weight charge.
- 260.2.4 Charges for each weighing are designated in the current TRANSInternational System Rates Book.

ITEM 270 LEGAL MAXIMUM WEIGHTS

- 270.1 TRANSInternational will not accept any loaded trailer or container where the gross or axle weight of the vehicle exceeds the legal gross or axle weight laws of any jurisdiction through which the shipment must travel.
- 270.2 Where it is impractical or not possible to determine the correct gross and axle weights before the shipment must travel on a public highway, the Consignor shall state the maximum possible weight of the shipment. The Carrier may, at any time, elect to have the load. If the load is found to be over the legal gross or axle weight, and if load cannot be made legal by normal adjustments of tandems, it will remain the responsibility of the Shipper/Consignee/agent to advise TRANSInternational how to proceed from that point forward, and to assume all legitimate additional charges associated with the disposition of the load.
- 270.3 TRANSInternational will not be responsible for overweight fines on trailers or containers picked up for delivery from ramps, piers, or other Consignor-designated facilities, or on outbound loads that are loaded by the Shipper, unless scale facilities are available at the location of loading, or the location trailer/container is picked up from, and the controlling party agrees to assume responsibility for charges and/or labor necessary to make load in compliance with legal gross or axle weight laws of any jurisdiction through which the shipment must travel.
- 270.4 Charges for exceeding legal maximum weights are designated in the current TRANSInternational System Rates Book.

ITEM 280 TRANSPORTATION OF HAZ MAT SHIPMENT

- 280.1 Charges for the transportation of hazardous materials shipment will be as shown in Addendum ____, Item ____.

ITEM 290 DIVERSION, RECONSIGNMENT OR RE-DELIVERY

- 290.1 Diversion or reconsignment is defined as a change in the name and address of the Consignee of any or all the shipment, or any other instructions given to TRANSInternational that will result in a change in the billing necessary to complete delivery, or additional movement of our vehicle, or both.

- 290.2 The party requesting reconsignment or diversion assumes any additional expenses relative to attempting to effect the reconsignment or diversion, regardless of whether or not its efforts are successful.

- 290.3 Requests for reconsignment must be made or confirmed in writing and TRANSInternational must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.

- 290.4 TRANSInternational will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.

- 290.5 All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of TRANSInternational before reconsignment will be made.

- 290.6 Only entire shipments, not portions of shipments, may be reconsigned.

- 290.7 Charges are designated in the current TRANSInternational System Rates Book.

ITEM 300 RE-DELIVERY

- 300.1 If TRANSInternational takes possession of cargo on a shipment tendered for delivery and, through no fault of TRANSInternational, such delivery cannot be accomplished, the Carrier will not attempt a subsequent delivery except upon request, and all charges for additional miles necessary to effect re-delivery are guaranteed by the controlling party.

- 300.2 Charges for re-delivery are designated in the current TRANSInternational System Rates Book.

ITEM 310 EQUIPMENT ORDERED NOT USED

- 310.1 If, due to no fault of TRANSInternational, an order is canceled by the Shipper or controlling party after equipment has been interchanged and/or dispatched, the party responsible for paying the freight bill on the original order will be responsible to paying the charges as designated in the current TRANSInternational System Rates Book.

ITEM 320 CHASSIS STACKS & CHAINS AND BINDERS

320.1 GENERAL PROVISIONS:

- 320.1.1 TRANSInternational will NOT accept any chassis stacks for transport which are deemed unsafe, due to stacking methods, height, etc.
- 320.1.2 Shipper must furnish chains and binders in sufficient quantity to assure safe transport over the highway, or must notify TRANSInternational in advance that Carrier must furnish the chains and binders.
- 320.1.3 A special handling charge will apply for the labor required to chain and bind chassis stack, and to check in transit to assure safe transport. This special handling charge will be in addition to all other "freight" charges.
- 320.2 Charges for the transportation of chassis stacks utilizing chains and binders will be at the rates designated in the current TRANSInternational System Rates Book.

ITEM 330 CHASSIS REPOSITIONING

This item only applies when associated with a prior or subsequent loaded movement. Charges will be at the rates designated in the current TRANSInternational System Rates Book.

- 330.1 A Chassis Repositioning Charge will apply when the tendering party requests that TRANSInternational either:
- a. Deliver a container and chassis combination to one location, with the container to be detached from the chassis by a "container lift", and to deliver the chassis to a location with a different address; or

- b. Pick up a chassis from one location, take it to a location with a different address for a container to be placed on the chassis by a “container lift” for a subsequent movement.
- 330.2 The Chassis Repositioning Charge assumes that the tractor will not detach from the chassis, and that the “container lift” will be performed within one hour. If the necessary “container lift” cannot be performed within one hour, then tractor detention charges will apply, per the rates designated in the current TRANSInternational System Rates Book. Total time will be calculated from in-gate interchange receipt time to out-gate interchange receipt time, with one hour granted as “free time”. In instances where no interchange receipt is issued, the driver’s record of times will be binding on each party.
- 330.3 If “live lift” is unavailable and TRANSInternational is instructed (either orally or in writing) NOT to leave chassis or container/chassis for lift to be performed, but to return at a future date and/or time with the unit(s) for a live lift, an additional “spot” charge, at the rates designated in the current TRANSInternational System Rates Book, will apply for each time it is necessary to take the chassis or container/chassis to our terminal and repositions back when a “live lift” can be performed.
- 330.4 If “live lift” is unavailable and TRANSInternational is instructed (either orally or in writing) to leave the chassis or container/chassis at the designated facility for a future lift to be performed, and the Carrier is then to return at a future date and/or time to complete the move, the following will apply:
- 330.4.1 An additional “spot” charge, at the rates designated in the current TRANSInternational System Rates Book, will apply for EACH TIME it is necessary for the Carrier to return to the designated facility, until the “container lift” is completed.
 - 330.4.2 TRANSInternational will NOT, UNDER ANY CIRCUMSTANCES, assume responsibility for loss, damage or misuse of chassis or container/chassis equipment, by operators of facility where chassis or container/chassis is left. The tendering party which instructs TRANSInternational to drop chassis, or container/chassis, assumes all responsibility for any loss, damage or misuse of the equipment.

330.4.3 TRANSInternational will make a maximum of two return trips to the facility to locate the chassis, or container/chassis, after “lift” is scheduled to be done. If, after the second trip, the chassis, or container/chassis cannot be located, then:

330.4.3.1 TRANSInternational will notify the Customer, in writing or via fax, that unit cannot be located. At that time, the chassis repositioning charge will be credited, and TRANSInternational will have no further responsibility or liability for lost equipment. Each drop charge will continue to apply.

330.4.3.2 If Customer requests additional trips, office personnel time, or further efforts to trace and locate said equipment, then charges for office personnel time or additional repositioning charges, at the rates designated in the current TRANSInternational System Rates Book, will apply for each trip.

ITEM 340 CHASSIS RENTAL

340.1 When requested by Shipper, Consignee, or agent, TRANSInternational will provide a chassis for a loaded movement. The charges for chassis rental will be at the rates designated in the current TRANSInternational System Rates Book.

ITEM 350 PICK-UP OR DELIVERY SERVICE – SUNDAYS OR HOLIDAYS

350.1 When Consignor, Consignee or third party requests TRANSInternational to pick-up or deliver freight on Sunday or holidays, such service will be subject to a charge at the rates designated in the current TRANSInternational System Rates Book.