



Rules Tariff

RULES, SPECIAL CHARGES AND LIABILITY LIMITATIONS

Effective November 17, 2014

Application of This Tariff

Except to the extent superseded by a transportation contract signed by Transport Corporation of America, Inc., this tariff will apply to all shipments transported by Transport Corporation of America, Inc. (also referred to in this tariff as “Transport America” or “Carrier”).

Definition of Shipment

Transport America is a truckload carrier. Transport America does not combine cargo from multiple customers within one trailer. All cargo contained within the trailer combines to constitute one shipment. A shipment may have multiple pickup points, multiple delivery points, multiple bills of lading and/or multiple shipping orders.

All references to a “trailer” within this tariff will also apply to an intermodal container. All references to “truckload” or “truckload conveyance” within this tariff will also apply to container load conveyances.

Tariff Revisions

Transport America may issue revisions to this tariff at Transport America’s discretion. Each revision will be dated. Transport America will retain a copy of each version of this tariff for at least five years.

Border Crossing Fees (Applicable to Shipments Crossing the U.S. – Canada Border)

An additional fee of \$100 will be applied to any shipment crossing the U.S. – Canada border (in each direction).

Cargo Liability: Limitations and Claims

- Liability for Loss, Damage or Delay
Except as modified or limited within this tariff, Transport America will provide cargo liability coverage in accordance with 49 U.S.C. 14706.

Transport America will not be liable for loss or damage to cargo caused by an act of God, the public enemy, public authority, acts or omissions of the shipper, the consignor, the consignee, or the inherent vice or nature of the commodities.

Transport America will not be liable for special, incidental or consequential damages resulting from the loss, damage or delay of cargo regardless of the foreseeability of such damages.

Although Transport America will attempt to transport shipments within reasonable expectations; Transport America does not guarantee service in accordance with any scheduled time frame and will not be liable for customer charge backs or any special, incidental or consequential damages resulting from the failure to adhere to a shipment schedule.

Transport America drivers do not have authority to modify Transport America's liability for loss, damage or delay of any shipment.

For shipments within the United States and Canada, Transport America offers three levels of cargo liability coverage:

Standard Cargo Liability Within the U.S. or Canada; Liability Up to \$100,000: Transport America's standard pricing contemplates potential liability for the actual value of lost or damaged cargo up to a maximum of \$100,000 per truckload conveyance. Subject to the additional limitations specified in this tariff, Transport America's liability for the loss or damage to cargo within the United States or Canada shall not exceed \$100,000 for any truckload conveyance.

High Value Cargo Within the U.S. or Canada; Liability Up to \$250,000: In the event a shipper desires that Transport America accept cargo liability risk within the United States or Canada of more than \$100,000, but less than or equal to \$250,000 per truckload conveyance, the shipper must comply with the following requirements:

- a. The shipper must notify Transport America in writing at least 48 hours prior to pickup that the shipper is requesting cargo liability coverage of up to \$250,000; and
- b. The shipper must agree in writing, at least 24 hours prior to shipment pickup, to an additional charge of \$500.00 which will apply separately to each of the shipment(s) in question; or
- c. The shipper must obtain written confirmation from a Manager or higher level Transport America employee that the \$500.00 additional charge has been reduced.

Extraordinary Value Cargo Within the U.S. or Canada; Value Greater than \$250,000: Transport America does not offer cargo liability coverage within the United States or Canada in excess of \$250,000 per truckload conveyance without the prior establishment of a formal written transportation agreement, executed by a Director, Vice President or officer at Transport America. Load tenders, bills of lading, confirmation sheets and similar transactional documents will not be considered such a transportation agreement as relating to this provision.

- Shipments Originating or Terminating in Mexico:
Transport America does not operate its trucks within Mexico. Transport America will permit selected Mexican carriers to move Transport America's trailers within Mexico and may assist in coordinating operations with Mexican carriers; however Transport America will not accept liability for cargo loss, damage or delay on shipments originating in or destined to Mexico when such loss, damage or delay results from events within Mexico. Any claims for cargo loss, damage or delay resulting from events within Mexico must be settled directly between the claimant and the Mexican carrier.
- Definition of "Actual Value":
For the purposes of cargo loss or damage and subject to the limitations noted above, "actual value" will be determined by the actual invoice value of the goods, or in the absence of an invoice, the destination wholesale value of the goods.

- **Deadlines, Rules and Process for Claims for Cargo Loss, Damage or Delay**

Governing Rules: Subject to the claim filing deadline noted in the paragraph below, claims for cargo loss, damage or delay will be governed by 49 CFR Part 370 – Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage.

Deadline for Filing of Claims: As a condition precedent for recovery of a claim for cargo loss, damage or delay, the claim must be submitted to Transport America within a period of 9 months from the date of the shipment's delivery. In the case of a lost shipment, the claim must be submitted to Transport America within 9 months of the date that Transport America advises the shipper that the shipment has been lost.

- **Claims for Overcharge, Duplicate Payment or Over-Collection**

Governing Rules: Subject to the claim filing deadline noted in the paragraph below, claims for overcharge, duplicate payment and over-collection will be subject to 49 CFR 1008.

Deadline for Filing Claims: Any claim for recovery of overcharge, duplicate payment or over-collection must be submitted to Transport America within 180 days of the actual payment date for the sum in question.

Circuitous Miles

Transport America's standard pricing involves moving a shipment from a single pickup point to a single delivery point (for example, from Point A to Point B).

Circuitous miles are extra miles that may be required as a result of events such as: adding a stop to partially load or unload, altering the shipment's destination, requiring redelivery of a shipment, or road restrictions relating to a hazmat shipment.

In the event the initial price is a rate per mile price, the rate per mile will be applied against all miles (including the circuitous miles). For shipments governed by other rate types, all circuitous miles will be billable at \$1.85 per mile. In each case, the applicable fuel surcharge per mile will also be applied against the original mileage plus the circuitous mileage.

Collect on Delivery Shipments (C.O.D.)

Transport America's standard pricing does not contemplate transporting cash on delivery ("C.O.D.") shipments.

In the event a shipper or other party desires that Transport America transport a shipment on a C.O.D. basis, such a request must be submitted to Transport America in writing and must be submitted at least 5 business days in advance of load pickup – so that Transport America is given a reasonable opportunity to assess the credit worthiness of the party from whom payment will be requested. Transport America's agreement to transport a C.O.D. shipment will not constitute a waiver of Transport America's rights to seek recovery from the party requesting the shipment in the event the party receiving the shipment refuses to pay or revokes payment.

All C.O.D. shipments will be subject to an additional charge of \$250.00 per shipment.

Congestion Fee (also known as New York City Arbitrary Charge)

All shipments either originating or terminating at points in New York, NY and selected neighboring areas will be subject to a \$400.00 charge in addition to all other charges. For this item, New York, NY and the selected neighboring areas will be defined as those points whose zip

codes begin with the three digits 100, 101, 102, 103, 104, 110, 111, 112, 113, 114, 115, 116, 117, 118 or 119.

Detention of Vehicles with Power Unit (“Detention with Power”)

Transport America’s standard pricing is based upon an assumed level of efficiency with respect to the time taken for loading and unloading the trailer. When Transport America’s vehicles with power units are delayed or detained on the premises of the consignor or the consignee and the delay or detention is not the fault of the carrier, charges may apply as follows:

Free Time: At each scheduled cargo on-load facility and off-load facility, 2 hours of free loading or unloading time will be permitted. If operations at the facility in question are on a first-come-first-served basis, free time will commence upon the arrival of the carrier’s truck. If operations at the facility in question are an appointment basis, free time will commence upon the later of the arrival of the carrier’s truck or the appointment time.

Charges: After the expiration of free time, charges will accrue at a rate of \$15 per 15 minutes. Partial 15 minute increments will be rounded upward. For example, if a truck is detained for 51 minutes after the expiration of free time, the detention with power charge will be \$60. Charges for any consecutive 24 hour period will not exceed \$600 for a single driver and \$750 for a driver team. In the event that detention with power exceeds 24 consecutive hours, additional charges (in excess of the first \$600) will begin to accrue with the start of the next 24 hour period.

Responsibility for Charges: Regardless of whether the detention with power occurs at the facility of the consignor or consignee, the party responsible to pay the freight charges for the shipment in question will also be responsible to pay Transport America for the detention charges.

Detention of Vehicles Without Power Units Detention (“Trailer Detention” or “Detention Without Power”)

Transport America’s standard pricing is based on an assumed level of efficiency (loads or miles) that can be operated per trailer per week. The failure to promptly load or unload trailers positioned at a consignor or consignee facility limits the likelihood that Transport America can utilize the trailer for other shipments. This item applies when, at the request of the party responsible for payment of the shipment freight charges, Transport America’s trailers that are positioned in advance at the shipment’s origin facility or are left at the time of delivery at the shipment’s destination facility and the trailers in question are not loaded or unloaded within a reasonably prompt timeline.

Free Time: Free time to load a trailer positioned at a shipment origin facility will equal the day the trailer is positioned plus the next calendar day. Free time to unload a trailer at a shipment destination facility will equal the day of delivery plus the next calendar day.

Charges: After the expiration of free time, the charge for each subsequent day until the trailer is either fully loaded or fully unloaded will be \$50.00. Any partial days will be rounded up and multiplied by the \$50 charge.

Responsibility for Charges: Regardless of whether the detention without power occurs at the consignor facility or consignee facility, the party responsible to pay the freight

charges for the shipment in question will also be responsible to pay Transport America for the detention charges.

Expedited Service (or Team Transit)

When equipment and drivers are available and expedited service is requested by the shipper (or party tendering the shipment) and is provided by Transport America, Transport America will assess an additional charge of \$0.15 per mile. Expedited service is defined as operating a route whose mileage and schedule would not be feasible for a single vehicle operated by a single driver. Expedited service may involve using a driver team operating a single tractor or by relaying a shipment between multiple tractors, each with its own driver.

Hazardous Materials

In the event the contents of a shipment and applicable regulations require that the trailer (or container) be placarded as a Hazmat shipment, Transport America will assess an additional charge of \$250.000. Any extra transit miles required due to Hazmat regulations will be billable under the Circuitous Mileage provision listed above.

Impractical Operations

Pick up or delivery service will not be performed by Transport America at any site or along any routing that is impractical due to the condition of roads, streets, driveways, alleys, or their approaches; or inadequate loading or unloading facilities; or riots, acts of God, acts of the public enemy, the authority of law; or the existence or threat of violence, or other such disturbances that create reasonable apprehension of danger to persons or property.

Layover Rules and Charges

A layover charge of \$600 per night for a solo driver or \$750 per night for a driver team will apply when an overnight delay is incurred at no fault of Transport America. Layover charges and detention with power charges will not accrue concurrently.

Loading and Unloading of Cargo

Transport America's standard pricing does not include the loading or unloading of cargo by Transport America's drivers or by a local independent contractor (commonly referred to as a "lumper") who will bill Transport America. In the event the party responsible to pay the shipment freight charges requests that Transport America's supply such services, additional charges will apply.

Loading by Driver: The additional charge for the driver to load cargo at the shipment origin or at any subsequent stop will be \$150. The sum of the driver loading charges for load a multi-pickup shipment will not exceed \$150.

Unloading by Driver: The additional charge for the driver to unload cargo at any stop or at the shipment's final destination will be \$150. The sum of the driver unloading charges for a multi-delivery shipment will not exceed \$150. Unloading means the physical movement of freight from carriage vehicle to a platform, pallet, buggy, dolly, conveyor, dock or similar device provided by the consignee for the receipt of lading within or adjacent to the vehicle. "Tailgating" a load will be considered equal to unloading for billing purposes. Loading and unloading are independently billable events.

Loading and unloading charges can both apply on a single shipment. The sum of driver loading and unloading charges will not exceed \$300 per truckload (1 loading charge plus 1 unloading charge).

In the event loading or unloading by the driver is not reasonably feasible within the detention with power free time, detention with power charges will also apply after the expiration of free time.

Loading and/or Unloading by a Lumper: The additional charge applicable to loading or unloading by a lumper will equal the actual expense billed by the lumper to Transport America plus an administrative cost reimbursement to Transport America of \$25 per lumper event. After the expiration of free time, detention with power charges will also apply.

Mileage Guide

Except as otherwise provided herein, transportation distances will be computed according to the most recent version of PC Miler Practical Mileage (City-to-City) as published by ALK Associates.

In the event the shipper or consignee specifically requests transportation via a particular routing that is longer than the Practical Mileage routing, the mileage via the requested longer routing will be used in determining charges.

If operation via the Practical Mileage routing is not feasible because of operational hazards, highway weight limitations, bridge limitations, underpass limitations, or other limitations not contemplated under Practical Mileage routing calculation, mileage computed over the shortest alternative feasible route will be used in determining charges.

When shipments move under special permits as required by or obtained from a regulatory or governmental entity, and when such special permits mandate that the motor vehicle utilize a specific route, mileage via the mandated route will be used in determining the charges.

Pallets and Pallet Exchange

Transport America's standard pricing does not include any responsibility for Transport America to supply pallets, or to return pallets that are not removed from a Transport America trailer upon shipment delivery.

Proof of Delivery

Proof of delivery is made available via Transport America's website, www.transportamerica.com and will be provided as billing documentation when requested. If Transport America is otherwise required to provide proof of delivery, a charge of \$25 per event will apply.

Protective Service

Transport America's standard pricing does not include protecting cargo from heat or cold. In the event that Transport America provides such service at the request of the party tendering the shipment to Transport America, a supplemental charge will apply. The charge for protective service will be determined by multiplying the line haul charges by 15% and will apply in addition to all other applicable charges.

Reconsignment, Diversion or Re-Delivery

If, due to no fault of Transport America, a shipment is reconsigned to a consignee other than the original consignee, or is diverted to a differing destination, or requires Transport America to deliver or attempt to deliver the load on more than one occasion, an additional charge of \$100 will apply for each reconsignment, diversion or re-delivery event. In addition, any extra miles required due to the reconsignment, diversion or re-delivery event(s) will be billable under the Circuitous Mileage provision listed above.

Returned, Undelivered Shipments

If, for any cause beyond the control of Transport America, a shipment is rejected by the consignee at its destination, the shipment will, upon instructions from the shipper or the shipper's agent, be returned to the shipment's origin point or will be placed in storage.

A shipment returned to its point of origin will be subject to the rates in effect on the date the shipment is tendered for its return or \$1.85 per loaded vehicle mile, whichever produces the highest charge. A fuel surcharge will also apply to all loaded miles.

Shipments placed in storage will be subject to a charge of \$1.85 cents per mile (subject to a minimum charge of \$250.00 per shipment), for the movement to a designated warehouse. Shipments placed in storage may be subject to a lien for carrier's charges. A fuel surcharge will also apply to all loaded miles.

When a shipper requests re-delivery to the same consignee, or to another consignee in the same terminal area, an additional charge of \$100.00 per shipment will be made.

The shipper shall assume all necessary expenses incurred by carrier in handling such shipments.

All charges accruing against the shipment will be guaranteed by the shipper prior to return or redelivery.

Stop Charges

Transport America's standard prices are based on transporting a shipment of freight from one single pickup point to one single delivery point (for example, from Point A to Point B). The initial pickup and final delivery are included within the standard price.

If a shipment requires more than a single pickup and delivery, stop charges will be assessed for the additional stops.

The fee for the first additional stop will be \$100. The fee for the second additional stop will be \$175. The fee for the third additional stop will be \$250. After the third additional stop, the fee for each subsequent additional stop will be \$400.

For example, if a routing is from Point A to Point B to Point C to Point D, a \$100 stop charge will apply for Point B and a \$175 stop charge will apply for Point C.

All additional miles required as a result of the additional stops will be billable under the Circuitous Mileage provision listed above.

Terminal Charges or Port Charges

Transport America's standard prices do not include charges or fees assessed by terminal or port authorities. All charges for pick up or delivery at wharves, piers, terminals, yards or similar facilities, will be the responsibility of the consignor, the consignee or their agents.

Vehicle Ordered But Not Used

When a shipper (or party responsible for tendering freight shipments), orders equipment from Transport America, then, due to no fault of Transport America, subsequently cancels, postpones, or suspends that order, an additional charge may apply.

If notice of cancellation, postponement, or suspension is received by Transport America after Transport America has already dispatched its tractor and driver to the shipment's origin facility, a charge of \$250.00 will apply.

If such notice is received by Transport America prior to Transport America dispatching the tractor and driver to the shipment's origin facility, the charge will not apply.

Weight: Gross Weight and Dunnage

Transport America reserves the right to check the weight of all shipments via truckload scales. Transport America's standard prices do not include the cost of retaining or disposing of any dunnage materials. The consignee will be responsible to take possession of any dunnage materials.