### **|i| TARIFF ADOPTION NOTICE**

Certificate A.00102471

## PITT OHIO EXPRESS, INC.

MC-30136

### LOCAL FREIGHT TARIFF CIRCULAR

Naming

## RULES, RATES AND CHARGES,

## AND OTHER PROVISIONS GOVERNING

MOTOR COMMON CARRIER SERVICES and the Handling of Freight as further described herein.

**|i| ADOPTION NOTICE** 

### Trucking Industry Regulatory Reform Act of 1994

## NOTICE TO SHIPPERS AND TARIFF USERS:

Pitt Ohio Express, Inc., hereby adopts and ratifies as its lawful tariff all of the rates, rules, charges, discounts, and other provisions contained in this tariff on the effective date shown below. On August 26, 1994, the Trucking Industry Regulatory Reform Act of 1994 voided the application of this tariff for the purposes of Sections 10761 and 10762 of the Interstate Commerce Act (49 U.S.C. 10761, 10762) and permits common carriers to adopt, establish, maintain, or change rates, rules, charges, discounts, and other tariff provisions without placing such tariffs on file with the Interstate Commerce Commission. Tariff users are hereby notified that this publication and all changes, revisions, expiration dates, or cancellations lawfully made hereto are brought forward without change as the lawful common carrier rates and charges (and all related provisions) of this carrier.

Change(s), revisions, or cancellation of any rate, rule, charge, discount, or other provision (including effective or expiration dates) must be made by written publication, amendment, or revision to this tariff circular or by issuance of a superseding tariff circular, and no other change shall be binding on the carrier. Provisions contained in this publication on the effective date of this adoption notice, including effective or expiration dates, are hereby adopted, ratified and shall remain in full force and effect until cancellation, expiration, or revision. Tariff users may confirm any rate, rule, charge, discount, or other pricing arrangement by contacting the carrier and requesting written confirmation.

|PA| Issued: September 12, 1994

|i| Effective: August 26, 1994 |PA| Effective: October 12, 1994

Issued by: Sales & Pricing Development Department 15 27th Street Pittsburgh, PA 15222 (412) 232-3015

i applies in interstate or foreign commerce only

Certificate A.00102471 For PA intrastate changes, see Notice on Page 3.

## PITT OHIO EXPRESS, INC. MC-30136

Local Freight Tariff

Naming

Rules, Rates, and Charges,

and Other Provisions Governing

Motor Common Carrier Services

and the Handling of Freight

as further described herein.

For Governing Publications

See Item 100

For Carrier's Operating Authority

See Item 650

Issued: August 4, 1997

Effective: August 4, 1997

Issued by: Sales & Pricing Development Department 15 27th Street Pittsburgh, PA 15222 (412) 232-3015

Human environmental quality not affected by provisions published herein.

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Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222		- <b>r, -</b> , <b>-</b> , <b>-</b> , <b>-</b> , <b>-</b> , <b>-</b> , <b>-</b> ,

Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222

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N11 Provisions brought forward from Original Page 2		

|N1| - Provisions brought forward from Original Page 2.

Effective: September 13, 2013

## USE OF CORPORATE AFFILIATION Supplement to PITD 100-Series October 1, 1999

The use of carrier's affiliation on each page in this tariff, and other carrier's tariffs, shall be identified as Pitt Ohio Express, LLC, by reference to this supplement.

## RULES

|PA| NOTICE

Provisions not brought forward from Freight Pa-PUC No. 24 are hereby canceled.

- Canceled Item 578.1 - Canceled

Item 610 (b) - Canceled

Items 170 (b) - Canceled

- Canceled

Items 15-35

Item 51

Except as otherwise noted, the provisions in any item not separately referenced correspond to the provision of the previous tariff bearing the same number. For intrastate operating authority, see Freight Pa-PUC No. 33.

Item

# EXPLANATION OF ABBREVIATIONS

50	Abbreviation	<u>Explanation</u>
	Cty.	County
[1000]	I.C.C.	Interstate Commerce Commission
	KD	Knocked Down
	lbs.	pounds
	L5C	Less than 500 pounds
	LTL or L.T.L.	Less-Truckload
	Min.	Minimum
	MC or Min. Chg.	Minimum Charge
	M5C	More than 500 pounds or Minimum Weight 500 pounds
	M1M	More than 1000 pounds or Minimum Weight 1000 pounds
	M2M	More than 2000 pounds or Minimum Weight 2000 pounds
	M5M	More than 5000 pounds or Minimum Weight 5000 pounds
	M10M	More than 10,000 pounds or Minimum Weight 10,000 pounds
	M20M	More than 20,000 pounds or Minimum Weight 20,000 pounds
	M24M	More than 24,000 pounds or Minimum Weight 24,000 pounds
	M30M	More than 30,000 pounds or Minimum Weight 30,000 pounds
	M36M	More than 36,000 pounds or Minimum Weight 36,000 pounds
	M40M	More than 40,000 pounds or Minimum Weight 40,000 pounds
	mi.	mile or miles
	NMFC or N.M.F.C.	National Motor Freight Classification
	NOI or N.O.I.	Not otherwise indexed or more specifically described in carriers' tariffs
	TL or T.L.	Truckload
	Twp.	Township
	Wt.	Weight

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Effective: August 4, 1997

Page 3-A

Item

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### DEFINITION OF STANDARD PALLET SIZE

Except as otherwise specifically stated, rates and charges dependent on price per pallet or skid named in tariffs, contracts, and all other supporting correspondence or documentation shall be limited to pallets or skids not exceeding 40" x 48" x 48", and shall be subject to the following additional charges in the event the height exceeds 48 inches:

Height of standard size pallet or skid:	Supplemental Charge
49 inches - 60 inches	An additional 50% of the negotiated rate
61 inches and over	An additional 100% of the negotiated rate

Each standard size pallet or skid of freight not exceeding 40" x 48" x 48" is subject to a maximum allowable weight of 2,500 lbs., and shall be subject to the following additional charges in the event the weight exceeds 2,500 lbs:

Weight of standard size pallet or skid:	Supplemental Charge
2,501 pounds - 2,999 pounds	An additional 50% of the negotiated rate
3,000 pounds and over	An additional 100% of the negotiated rate

These charges are in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

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### OUTBOUND COLLECT PROVISIONS

All outbound collect traffic will first be subject to the terms of the consignee's discount program with Pitt Ohio Express, Inc. If the consignee does not have established pricing in effect, the shipper's outbound collect provisions will apply.

### 72 DOCUMENT PREPARATION FEE – CANADA

An \$18.00 document preparation fee will be applied, in addition to all other charges, for clearing shipments to Canada.

### 72.1 U S CUSTOMS CLEARANCE IN-BOND CHARGE

Shipments moving under United States Customs Bond for U S Customs clearance will be subject to an additional charge of \$1.70 per cwt, subject to a minimum charge of \$78.00 and a maximum charge of \$206.00. This charge will apply in addition to all other lawful charges.

When necessary for the carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond, a charge of \$45.00 per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tools necessary for removal of the High Security Red In-Bond Seals.

### 72.2 INTERNATIONAL SECURITY SURCHARGE

A \$6.25 surcharge will be applied, in addition to all other charges, for any international shipment.

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NON APPLICATION OF DISCOUNTS

Customer-specific pricing is automatically cancelled and deleted without notice if there is no shipment activity during any consecutive 90-day period. Cancellation includes (but is not limited to) all discounts, special tariffs, incentives, assessorial exceptions, etc. Subsequent shipments are subject to full current rate tariff in effect at the time of the shipment with no discount application.

### LIMITED ASSESSMENT OF ASSESSORIAL CHARGES

In the event of a strike or work stoppage by a transportation carrier in the industry, all pricing programs governed by Pitt Ohio Express 120 tariff pages at all locations, will be charged the full inside delivery or pick up rate, and the full residential pick up or delivery rate, regardless if the customer previously had waivers or reductions from these assessorials.

Effective: December 1, 2010 5222

# GOVERNING PUBLICATIONS

100 This tariff is governed, except as otherwise more specifically provided herein, by the following tariffs, and by supplements or loose-leaf page revisions, amendments, or successive issues thereto:

Vin 4 a	f Taulff	Lauring Againt on Comise	Designation of Neural of
Classif	<u>f Tariff</u> ication	<u>Issuing Agent or Carrier</u> National Motor Freight Traffic Association, Inc., Agent	Designation or Number NMF 100
Mileag	e Guide	Household Goods Carriers' Bureau, Inc., Agent	HGB 105
	Rates for <i>Service</i>	Pitt Ohio Express	PITD 506 PITD 507
	Rates for ne Service	TRNET Carriers	PITD 506
Direct	Service P	Points Pitt Ohio Express	www.pittohio.com (Pitt Ohio website)
_			RULES
			EAGES AND MILEAGE RATES
160	(a)		licable mileage shall be that shown in the current Governing
		Mileage Guide shown in Item 100 in the ca	
			ileages shall be determined in accordance with the Official
	(1)	Highway Map issued by the Pennsylvania	
	(b)		ning mileage guide, determine the mileage or distance to the next
	(-)	immediate distant point shown, and apply	
	(c)		distance or mileage and no rate is specifically named in carrier's
1.61		tariffs for that mileage, apply the rate name	
			SSORIALS & RULES ON INTERLINE SERVICE bill of lading, the Origin Carrier's accessorial charges will prevail
(b) W	hen the S		bill of lading, the delivering carrier's assessorial charges will
(c) În			original invoice, the delivering carrier's accessorial charges will
		RATES STATED PE	ER HUNDRED WEIGHT
165		as otherwise specifically stated, rates and ch d pounds.	arges named in tariffs governed hereby are stated in cents per one
		FRA	CTIONS
166			tariffs, fractions of less than one-half cent will be dropped, and
	fraction	ns of one-half cent or more will be increased	to the next whole cent.
		-	LIDAYS
167	Where		iffs governed by this tariff, the term shall mean the following days:
		New Year's Day	Thanksgiving Day
		Good Friday  N1	The day following Thanksgiving
		Memorial Day	Christmas Eve Day
		July Fourth	Christmas Day
		Labor Day	on of the day often 12,00 noon
	IN I   - ]	The designation of this day refers to that porti	-
			Effective: April 29, 2002

Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222

Effective: April 29, 2002

Item

# RULES

# C. O. D. SHIPMENTS

- 180 Except as otherwise provided herein, Collect on Delivery (C. O. D.) shipments will be accepted subject to the rules, provisions, and restrictions set forth in the governing classification. (See the provisions of Item 185 of this tariff.)
  - The charges for collecting and remitting the amount of each C. O. D. bill to be collected on shipments consigned C. O. D. will be the responsibility of both the party requesting C. O. D. service and the party responsible for payment of the freight bill, provided that the charge shall only be collected once. C. O. D. charges shall be in addition to all other applicable charges. The fee on C.O.D. shipments will be five (5%) percent of the C.O.D. amount with a minimum charge of \$58.00 per shipment.
  - C. O. D.'s over \$5000.00 <u>will not</u> be accepted. C. O. D.'s over \$5000.00, if inadvertently accepted, will be subject to a maximum liability of \$5000.00.

Item

181

# DEFINITIONS

- 1. A shipment is a quantity of freight received from one shipper, at one place at one time for one consignee at one destination and covered by one bill of lading.
- 2. The term "carrier's terminal" or "Pitt Ohio's terminal" means Pitt Ohio's facility at which freight shipments are ordinarily loaded to or unloaded from linehaul vehicles.
- 3. The term "customer" means a party that may be recognized as either the shipper (also referred to as consignor) or the consignee.
- 4. *Direct Service:* Service for shipments where pick up or delivery service by Pitt Ohio occurs between points shown as Pitt Ohio direct service points.
- 5. Interline Service: a) Shipments originated by Pitt Ohio at a point shown as a Pitt Ohio direct service point and interchanged by Pitt Ohio to a connecting carrier for delivery to the consignee, and/or b) Shipments received by Pitt Ohio and interchanged from a connecting carrier and delivered by Pitt Ohio to the consignee at a point shown as a Pitt Ohio direct service point. (References made to "joint-line service" also mean Interline Service). As needed, shipments originated by Pitt Ohio at a point shown as a Pitt Ohio direct service point, and interchanged by Pitt Ohio to a connecting carrier for delivery, may, on occasion, be interchanged by the connecting carrier to another connecting line for delivery to the consignee.
- 6. *LTL* Less than Truckload. All shipments subject to classes in the NMFC and are subject to rates with specified minimum weights less than 20,000 pounds (application will apply up to and including the M10M line of rates). Exceptions will be so noted on individual tariff pricing pages or contract pricing schedules.
- 7. TL Truckload. All shipments subject to LTL classes in the NMFC and are subject to rates with specified minimum weights of 20,000 pounds or greater. Exceptions will be so noted on individual tariff pages or contract pricing schedules.

### Item

COLLECTION OF C. O. D. SHIPMENTS - CARRIER RESPONSIBILITY IS LIMITED

185 Carrier may, but shall not be required, to collect C. O. D. amounts in cash or certified funds and shall not be liable for the collection of the C. O. D. amount whenever any of the following conditions apply:

- 1) When shipper fails to mark the Bill of Lading, Shipping Order, and packages in compliance with paragraphs (a) and (b) of this Item:
  - (a) Shipments must be tendered on "Uniform Straight," "Straight Bill of Lading Short Form," or "Straight" Bill of Lading forms as shown in the governing classification.

The letters "COD" or "C. O. D." must be conspicuously stamped, typed, or written on all Bills of Lading and Shipping Orders immediately before name of consignee;

OR,

"COD" in red letters at least one (1) inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders.

Only one (1) C. O. D. amount may be shown and may not be subject to change dependent upon time or condition of payment. The name and street and post office address of consignor and consignee must be shown on the bill of lading and shipping order. On straight bills of lading (short form), there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for description of articles, special marks, and exceptions, the following information:

Collect on Delivery, \$	and remit to:
	Street
	City
	ZIP code

C. O. D. Charge to be paid by:

- (b) Each package must be plainly marked, labeled, or tagged by consignor showing letters C.
   O. D. and the name and address of consignor and consignee in accordance with the governing classification.
- 2) When the carrier inadvertently fails to collect the proper C. O. D. amount and the shipper fails to file a claim for same within thirty (30) days of the shipment's delivery.
- 3) Where a check, bank draft, or money order is received in payment of C. O. D. amount or amounts and is subsequently dishonored.
- 4) When the C. O. D. amount is over \$5000.00.
- 5) When the C.O.D. collection fee is waived.

Effective: June 22, 2000 D PA 15222

Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 See Page 3 for explanation of Reference Marks.

### Item

# Pitt Ohio Express, Inc. RULES

DETENTION

Page 7

### 190

### **Detention with Power:**

Detention applies when carrier's trailers with tractors or power units are delayed or detained (through no fault of carrier) either on the premises of shipper or consignee or as close thereto as conditions permit.

If the loading or unloading of freight is delayed beyond the free time shown below, a charge of \$37.00 per vehicle for each 15 minutes or fraction thereof, subject to a minimum charge of \$37.00. Free time for loading or unloading of freight:

MINIMUM WEIGHT IN POUNDS (See Note 1)	FREE TIME IN MINUTES PER VEHICLE
Less than 2500	30
2501 - 5000	60
5001 - 7500	90
7501 and over	120

Note 1: Shipments consigned to or originating from exposition centers, conventions centers or trade shows will be subject to free time of 30 minutes, regardless of the weight of the shipment.

Free time shall begin when carrier's driver notifies a representative of the shipper or consignee of the arrival of the trailer for loading or unloading. Time will end on completion of loading or unloading and receipt by driver of a signed bill of lading or receipt of delivery.

When at least 90 percent of the shipment weight is on pallets, free time will be reduced by 50 percent.

When the loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the trailer without the tractor remain at its premises or they may request that the vehicle be returned to carrier's terminal. That portion of the shipment in carrier's possession is subject to storage charges. The portion of the shipment that is redelivered is subject to a redelivery charge.

Unless the shipper stamps or marks delivery receipt with time of arrival and departure, carrier's records will be used to determine free time.

In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregate weight of the multiple shipments received or delivered. Where either a single shipment or such multiple shipments exceed the capacity of one vehicle, free time for each vehicle will be computed separately.

### **Detention Without Power:**

For Detention Without Power, the following charges and provisions will apply:

- \$55.00 per trailer for each 24 hour period or fraction thereof.
- Free time will be 24 hours, excluding weekends
- Subject to Carrier's discretion and availability of equipment, Carrier may spot trailer for loading or unloading on the premises or . designated site as requested by Consignor / Consignee.
- Carrier responsibility for shipments will begin when Carrier takes possession, custody, and control of shipments, and will end when Carrier spots equipment pursuant to Consignor / Consignee's request.

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### VERBAL QUOTES

Verbal quotes are estimates only and the charge quoted verbally is subject to change depending on the shipment and freight characteristics.

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### FUEL SURCHARGE - MINIMUM CHARGE

All fuel surcharges assessed by Pitt Ohio Express are subject to a \$1.00 minimum charge per bill.

H	Effective:	September 16, 2011
Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburg	rgh, PA 15	5222
For explanation of abbreviations, see Page 3.		

T 00

Item		CANCELING ORIGINAL AND REVISED PAGES
382	carrie	s otherwise provided, amendment or cancellation of a page in this tariff or other loose-leaf tariffs of r will be made by reprinting the page and showing a new effective date. A revised page cancels any bearing the same page number.
390	(a)	CAPACITY LOADS A separate bill of lading and shipping order must be used for each truckload shipment and, except as otherwise provided in paragraph (d), in no case may a shipment be tendered as a single truckload

- where the shipment exceeds the carrying capacity of the vehicle used for pickup.
   (b) Except as otherwise provided in paragraph (c) or (d), each truckload shipment will be assessed freight charges based on the applicable truckload rate and minimum weight (or actual weight if greater) but not less than the rate for 40,000 pounds as determined at the 40,000 pound minimum weight.
  - No discount shall apply on rates stated at 40,000 pounds.
- (c) Each and every standard truck bearing a capacity load (Note A) of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, whichever is greater.
- (d) When a truckload shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, freight charges on each standard truck will be assessed at actual weight, but not less than the truckload minimum weight and rate applicable thereto, except that the last vehicle carrying the excess will be assessed freight charges based on its actual weight and at the truckload minimum weight rate applied on the capacity load (Note B).

NOTE A: The term "Capacity Load" as used herein shall mean:

- (1) The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or
- (2) The quantity of freight, which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight, requires the entire capacity of a standard vehicle; or
- (3) The quantity of freight that can be legally loaded in or on a vehicle because of weight or size limitations of state or other regulatory body.

## NOTE B:

A master bill of lading may be issued to cover the entire weight of the shipment, and in addition thereto, a memorandum bill of lading must be issued covering each truck used to transport the shipment or, in lieu thereof, separate bills of lading may be issued covering each truck used. In either case, such bill of lading must show the weight loaded on the truck, as well as the total weight of the shipment, together with proper cross reference to the master bill of lading, if issued, or reference to a part lot number, or other designation, indicating that each such part lot is part of a single shipment.

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Effective: August 4, 1997

Page 9

Item		
		CONTROL AND EXCLUSIVE USE OF VEHICLES
470	(a)	Exclusive use of a vehicle will be allowed on request of the shipper or consignee for the
		transportation of a shipment. Charges will be computed at the published class rate shown in PITD
		506 (Freight Pa-PUC No. 44) subject to a minimum of 10,000 pounds at the applicable Class 100
		rate. No discount shall apply to rates or charges used on shipments rated pursuant to this Item.
	(b)	Each bill of lading or freight bill covering a shipment, for which exclusive use of vehicle is
		provided, will be marked or stamped as follows:
		"EXCLUSIVE USE OF VEHICLE ORDERED BY SHIPPER OR CONSIGNEE."

## EXPEDITED SERVICE - LTL SHIPMENTS

525 (a) Subject to availability of equipment and upon prior arrangement with carrier at the time service is requested, expedited service will be accorded any shipment subject to the provisions of this Item.

- (b) "Expedited Service" shall mean:
  - (i) any request that a shipment be delivered on the same day the shipment is picked up; or
  - (ii) any request that a shipment be delivered on a Saturday, although carrier shall be under no obligation to provide delivery on Saturday on any shipment in any circumstance.
  - (iii) any request that a shipment be delivered on a Sunday or holiday, although carrier shall be under no obligation to provide delivery on these days on any shipment in any circumstance.

### (c) The charge for expedited service shall be determined as the sum of two factors, as follows:

- (i) the first factor shall be one hundred percent (100%) of the class rate determined by PITD 506; to which shall be added,
- (ii) the second factor determined as an hourly charge computed from the time a vehicle is dispatched for delivery from the carrier's terminal until the time the vehicle returns to carrier's terminal at the following rate(s); no discount or allowance will apply to the second factor. The hourly charge shall be:

Part A - For days other than Saturday, Sunday, or holidays, the additional hourly charge shall be:

.... \$79.15 per hour or fraction thereof for each straight truck or tractor-trailer unit, with driver, and

.... \$63.30 per hour or fraction thereof for additional labor, per man

Part B - For Saturday, Sunday, or holidays, the additional hourly charge shall be:

 $\dots$  \$126.60 per hour or fraction thereof for each straight truck or tractor-trailer unit, with driver, and

.... \$84.40 per hour or fraction thereof for additional labor, per man

(d) Where reference is made for Fast Track Guaranteed Services, refer to Items 992 in this tariff.

Effective: December 1, 2010

Item

## 566 HANDLING FREIGHT NOT ADJACENT TO VEHICLE - INSIDE DELIVERY OR PICKUP

- (a) When requested by consignor or consignee and operating conditions permit, carrier may move any shipment or portion thereof from or to positions beyond the immediately adjacent loading or unloading position defined in Item 750 (Pickup or Delivery Service), subject to the provisions of this Item.
- (b) Service under this Item will be provided to floors above or below the level immediately accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to carrier.
- (c) Service provided under this Item will be assessed a charge of \$4.90 per hundred pounds, subject to a minimum charge of \$51.00 per shipment and a maximum charge of \$775.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery services, or are stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.
- (d) The charges provided in this Item will be in addition to all other lawful charges, and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charge for shipments moving on government bills of lading, will be collected from the U. S. Government.

### 567

## BILLING - INTERLINE SERVICE

- 1) Customers will be presented with one joint-line freight bill.
- 2) Prepaid shipments received by Pitt Ohio and interchanged from a connecting carrier and delivered by Pitt Ohio to the consignee at a point shown as a Pitt Ohio direct service point will be invoiced by the connecting carrier direct to the shipper for the full charges.
- 3) Prepaid shipments received by a connecting carrier and interchanged from Pitt Ohio and delivered by connecting carrier will be invoiced by Pitt Ohio to the shipper for the full charges.
- 4) Collect shipments received by Pitt Ohio and interchanged from a connecting carrier and delivered by Pitt Ohio to the consignee at a point shown as a Pitt Ohio direct service point will be invoiced by Pitt Ohio direct to the consignee for the full charges.
- 5) Collect shipments received by a connecting carrier and interchanged from Pitt Ohio and delivered and delivered by connecting carrier will invoiced by connecting carrier to the consignee for the full charges.
- 6) Third party bill to shipments for a customer by another customer (excluding payment services) will be treated as a prepaid shipment and will be invoiced by the originating carrier direct to the third party payor for the full charges.
- 7) Shipments tendered on a government bill of lading will be treated as a prepaid shipment and will be invoiced by the originating carrier.
- 8) Shipments originating in the United States of America and destined to Canada billed prepaid will be rated using Pitt Ohio Express' pricing and rules. Shipments originating in the United States of America and destined to Canada billed collect will be rated using connecting carrier's pricing and rules.

Item						
				CABLE OPERATIONS		
570	(a)			er to perform pickup or delivery service at a	ny location from or to which it is	
			to operate highway vehicles to condition of roads, driveway	ys, alleys, or approaches thereto, or		
			dequate loading or unloading			
	(b)	When request	t by consignor, consignee, or o	owner of shipment requires that carrier's equ		
				bading, any damage done to carrier's equipn		
				all be at the expense of the party which mad ace not located on improved highways or,		
	(c)			g including, but not limited to, ground surfa		
	NOTE			from the original to another transport vehicl ovided in Item 890, excluding the provision		
		LOADING	OR UNLOADING AT STEA	MSHIP PIERS OR DOCKS & LUMPER S	SERVICES	
579	(a)			o not include loading or unloading services		
	(b)			rs or wharves, will be transported by carrier		
				akes all arrangements with the pier or termin nting, sorting, stevedoring, or other charge i		
			the pier or terminal operator.	ining, sorting, stevedoring, or other enarge r	incurred on eurgo while in the	
	(c)			y charges incurred by the cargo while in the	e possession of the pier or terminal	
		operator.			-	
	(d)			of the consignor, consignee, or owner, carrie		
				ling, unloading, wharfage, distress, counting he pier or terminal operator subject to the p		
	(e)			ke payment of charges due the pier or termi		
		custody of sai	id operator, charges for wharfa	age, top wharfage, loading, unloading, long	shoremen or stevedore's charges,	
				advanced by carrier. Consignor, consigned		
				imburse carrier for all such costs and charge		
		charge. The service charge shall be eleven percent (11%) of the amount advanced by carrier subject to a minimum service				
		charge of \$25	5 00 per shipment and will be a	added to the freight bill in addition to all oth	ner charges	
	(f)			added to the freight bill in addition to all oth a carrier's rates. When carrier is requested of		
	(f)	Fees for lump	per services are not included in	added to the freight bill in addition to all oth a carrier's rates. When carrier is requested of signee, owner, or other responsible party re	or required to make payment of	
	(f)	Fees for lump charges for lu shall reimburs	ber services are not included in imper services, consignor, con se carrier for all such lumper c	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re costs and charges, together with carrier's ser	or required to make payment of sponsible for freight bill payment rvice charge. The service charge	
	(f)	Fees for lump charges for lu shall reimburs shall be elever	per services are not included in imper services, consignor, con se carrier for all such lumper on n (11%) of the amount advance	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re- costs and charges, together with carrier's ser- ced by carrier subject to a minimum service	or required to make payment of sponsible for freight bill payment rvice charge. The service charge	
	(f)	Fees for lump charges for lu shall reimburs shall be elever	ber services are not included in imper services, consignor, con se carrier for all such lumper c	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re- costs and charges, together with carrier's ser- ced by carrier subject to a minimum service	or required to make payment of sponsible for freight bill payment rvice charge. The service charge	
		Fees for lump charges for lu shall reimburs shall be eleven will be added	ber services are not included in imper services, consignor, con se carrier for all such lumper of n (11%) of the amount advance to the freight bill, in addition LIFT	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re costs and charges, together with carrier's ser- ced by carrier subject to a minimum service to all other charges. GATE CHARGE	or required to make payment of esponsible for freight bill payment rvice charge. The service charge charge of \$25.00 per shipment and	
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571	Upon : charge	Fees for lump charges for lu shall reimburs shall be eleven will be added request of the ship	ber services are not included in imper services, consignor, con se carrier for all such lumper of n (11%) of the amount advance to the freight bill, in addition LIFT pper or consignee or where lift	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re- costs and charges, together with carrier's ser- ced by carrier subject to a minimum service to all other charges. GATE CHARGE tgate service is required, the following charges	or required to make payment of esponsible for freight bill payment rvice charge. The service charge charge of \$25.00 per shipment and ges will apply in addition to all other	
571	Upon t charge <u>Shipm</u>	Fees for lump charges for lu shall reimburs shall be eleven will be added request of the ship s: ent Weight	ber services are not included in imper services, consignor, con se carrier for all such lumper of n (11%) of the amount advance to the freight bill, in addition LIFT pper or consignee or where lift <u>Charge</u>	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re costs and charges, together with carrier's ser- ced by carrier subject to a minimum service to all other charges. GATE CHARGE tgate service is required, the following chargon Shipment Weight	or required to make payment of esponsible for freight bill payment rvice charge. The service charge charge of \$25.00 per shipment and ges will apply in addition to all other <u>Charge</u>	
571	Upon a charge Shipm $0 - 2,0$	Fees for lump charges for lu shall reimburs shall be eleven will be added request of the ship s: ent Weight	ber services are not included in imper services, consignor, con- se carrier for all such lumper of n (11%) of the amount advance to the freight bill, in addition LIFT pper or consignee or where lift <u>Charge</u> \$ 58.00 \$127.00	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re- costs and charges, together with carrier's ser- ced by carrier subject to a minimum service to all other charges. GATE CHARGE tgate service is required, the following charges	or required to make payment of esponsible for freight bill payment rvice charge. The service charge charge of \$25.00 per shipment and ges will apply in addition to all other	
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571	Upon the charge Shipm $0-2,0$ $5,001$ over 1.	Fees for lump charges for lu shall reimburs shall be elever will be added request of the ship s: <u>ent Weight</u> 000 lbs – 10,000 lbs 5,000 lbs.	ber services are not included in imper services, consignor, con- se carrier for all such lumper of n (11%) of the amount advance to the freight bill, in addition LIFT pper or consignee or where lift <u>Charge</u> \$ 58.00 \$127.00	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re- costs and charges, together with carrier's ser- ced by carrier subject to a minimum service to all other charges. GATE CHARGE tgate service is required, the following charges Shipment Weight 2,001 – 5,000 lbs. 10,001-15,000 lbs.	or required to make payment of esponsible for freight bill payment rvice charge. The service charge charge of \$25.00 per shipment and ges will apply in addition to all other <u>Charge</u> 79.00	
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571	Upon a charge Shipm $0-2,0$ $5,001$ over 1.	Fees for lump charges for lu shall reimburs shall be elever will be added request of the ship s: <u>ent Weight</u> 000 lbs – 10,000 lbs 5,000 lbs. 2: Liftgate service (a) Wh con (b) Wh and (or witt por (c) Wh	ber services are not included in imper services, consignor, con se carrier for all such lumper of n (11%) of the amount advance to the freight bill, in addition LIFT oper or consignee or where lift <u>Charge</u> \$ 58.00 \$127.00 \$232.00 e is limited to shipments not o LIFTGATE SERVICH then carrier is requested or requisignor shall not tender more t here consignor tenders as a sin i) any quantity of freight dispatched to pick up f l liftgate service is requested of corrected bill of lading) for ea h respect to each separate 10 p tion thereof).	a carrier's rates. When carrier is requested of signee, owner, or other responsible party re- costs and charges, together with carrier's ser- ced by carrier subject to a minimum service to all other charges. GATE CHARGE tgate service is required, the following charges Shipment Weight 2,001 – 5,000 lbs. 10,001-15,000 lbs. Ver 18,000 lbs. E - MAXIMUM SHIPMENT SIZE thered to provide liftgate service for any shipp han 10 pallets on a single shipping order (m gle shipment, the loaded on 11 pallets or more of a standar requiring greater floor space than is availab- reight, or required, carrier shall divide the shipment ach 10 pallet lot or portion thereof tendered. ballet lot or portion thereof for that quantity ed or required for a quantity of freight in exc.	or required to make payment of esponsible for freight bill payment rvice charge. The service charge charge of \$25.00 per shipment and ges will apply in addition to all other Charge 79.00 \$179.00 \$179.00 when the portion of a shipment, the memorandum) or bill of lading. end size, or ble on the truck (or trailer) the addition to all other truck (or trailer)	

Item						
		LIGHT AND BULKY FREIGHT				
loading space of the truck, or which because of their nature must be loaded in a manne precludes additional loading of other freight without danger of damage to any lading of charges will be computed on the basis of the truckload rate at the truckload minimum		On shipments of light or bulky nature, or unusual shape or size that occupy the full available loading space of the truck, or which because of their nature must be loaded in a manner that precludes additional loading of other freight without danger of damage to any lading or equipment, charges will be computed on the basis of the truckload rate at the truckload minimum weight corresponding to the shipment but not less than the truckload rate for 40,000 pounds.				
	(b)	On LTL shipments tendered from one origin to one destination that occupy 20 feet or any greater portion of a 45 foot trailer, charges will be assessed on the basis of a minimum weight of 20,000 pounds or actual weight, whichever is greater.				
		LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE				
578	(a)	Shipments transported at rates named in this tariff or in tariffs making reference hereto must be loaded by the consignor and unloaded by the consignee.				
	(b)	For loading or unloading responsibility of piers, wharves, or docks, see Item 579.				

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Effective: December 1, 2010

Item

579

LOADING OR UNLOADING AT STEAMSHIP PIERS OR DOCKS & LUMPER SERVICES

- (a) Rates from or to piers, wharves, or docks do not include loading or unloading services by carrier.
- (b) Shipments picked up at, or delivered to piers or wharves, will be transported by carrier only where consignee, consignor, or owner (or an agent other than carrier) makes all arrangements with the pier or terminal operator for the payment of loading, unloading, wharfage, distress, counting, sorting, stevedoring, or other charge incurred on cargo while in the possession of the pier or terminal operator.
- (c) Carrier will assume no responsibility for any charges incurred by the cargo while in the possession of the pier or terminal operator.
- (d) At the request of, and for the convenience of the consignor, consignee, or owner, carrier will make arrangements with the pier or terminal operator for advancing loading, unloading, wharfage, distress, counting, sorting, stevedoring, or other charge incurred while in the possession of the pier or terminal operator subject to the provisions of paragraph (e) below.
- (e) When carrier is requested or required to make payment of charges due the pier or terminal operator on cargo while in custody of said operator, charges for wharfage, top wharfage, loading, unloading, longshoremen or stevedore's charges, public loader charges, such charges may be advanced by carrier. Consignor, consignee, owner, or other responsible party responsible for freight bill payment shall reimburse carrier for all such costs and charges together with carrier's service charge. The service charge shall be eleven percent (11%) of the amount advanced by carrier subject to a minimum service charge of \$25.00 per shipment and will be added to the freight bill in addition to all other charges.
- (f) Fees for lumper services are not included in carrier's rates. When carrier is requested or required to make payment of charges for lumper services, consignor, consignee, owner, or other responsible party responsible for freight bill payment shall reimburse carrier for all such lumper costs and charges, together with carrier's service charge. The service charge shall be eleven (11%) of the amount advanced by carrier subject to a minimum service charge of \$25.00 per shipment and will be added to the freight bill, in addition to all other charges.

580

DELIVERY SERVICES - Northern Michigan

Freight destined to the Northern Michigan area, which includes all postal zip codes with a 3 - digit prefix of 486,487,496,497, shall be subject to an arbitrary charge of \$2.45 cwt, with a \$20.00 minimum and/or \$65.00 maximum. This charge shall be shown as a separate line item on the bill and will be in addition to all other lawful charges for the shipment.

## SORTING, SEGREGATING, OR MARKING OF FREIGHT

581 Where consignor, consignee, or other person responsible for freight bill payment requests banding, counting, labeling, marking, sorting, segregating, separating, tagging, weighing, wrapping, or other handling or holding of freight, carrier will perform such additional services where facilities permit at a charge of 160 cents per 100 pounds in addition to all other rates and charges subject to a minimum additional charge of \$16.00 per shipment. Where carrier does not receive line-haul revenue on any shipment or a separate portion of any shipment, the charges named in this item shall apply in addition to all other applicable charges. See also Item 910.

Effective: December 1, 2010

Item

## MINIMUM CHARGE BASED ON CUBIC CAPACITY AND DENSITY

- (a) Light density shipments are defined as any LTL quantity of freight occupying 750 cubic feet of space as loaded in carrier's trailer and having an average density of six (6) lbs. per cubic foot or less (See Note 1).
- (b) Light density shipments shall be subject to a minimum charge per shipment determined on the basis of the "calculated weight" of the shipment in lieu of the actual weight of the shipment subject to Notes 2, 3, and 5.
- (c) The calculated weight of a shipment shall be determined by multiplying the number of cubic feet occupied by the loaded shipment times the factor of six (6) lbs. per cubic foot or fraction thereof.
- (d) The minimum charge shall be determined by rating the calculated weight of the shipment at the Class 77.5 rate, provided that no discount shall apply in determining minimum charges under this item (See also Note 4).
- (e) Where consignor does not specify the cubic capacity (cubic measure) for any shipment subject to this Item, carrier may do so. The cubic capacity, calculated weight, and actual weight shall be shown on the freight bill.

Note 1 - To determine the cubic feet of space occupied by any LTL shipment, apply the provisions of Item 110 in the governing classification (See Item 100). The height (vertical measurement) of any loaded shipment shall be deemed 84 inches when no other freight can be stowed securely on the top of a shipment and the width shall be deemed 96 inches when no additional articles in the same shipping form tendered can be loaded side by side because of the packaging configuration or lack of packaging, the nature of the article shipped, or the consignor's shipping instruction.

Note 2 - This Item shall not apply to Capacity Loads (Item 390) or shipments subject to Control and Exclusive Use of Vehicle rules (Item 470).

Note 3 - The minimum charge specified in this Item shall not apply to shipments subject to rates determined per vehicle or stated fraction thereof, per mile, per pallet, per container, or per hour.

Note 4 - The minimum charge determined by this Item shall not exceed the charge determined by rating the shipment as a truckload.

Note 5 - Discounts, loading, or unloading allowances shall not be applicable on shipments subject to the minimum charge established in this item.

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Effective: January 1, 2010 Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 See Page 3 for explanation of Reference Marks. 610.2

# Pitt Ohio Express, Inc. RULES

Item		
		MINIMUM CHARGE - RATE FLOOR - ABSOLUTE MINIMUM CHARGE
610.1	(a)	<ul> <li>The term "Rate Floor" or "Floor," where used in carrier's tariffs, shall mean the minimum revenue due carrier on any shipment, including revenue determined as due after application of percentage discounts, allowances, or other percentage rate factors. Percentage discounts, allowances, or other percentage rate factors will not apply to the extent they operate to reduce revenue due carrier below the amount specified as an absolute minimum charge or rate floor. Allowances or incentives of any kind will not be calculated off of the rate floor or absolute minimum charge amount.</li> <li>(b) The rate floor (absolute minimum charge) after application of any discount, allowance, or percentage rate factor shall be that specified in the carrier's class rate or commodity (including discount commodity) rate tariff, except as otherwise provided in Items 610.2 or 610.3.</li> <li>(c) Except as otherwise provided, the minimum charge for a single LTL shipment from one consignor to one consignee on one bill of lading shall be at the rate applicable per 100 pounds, but in no case less than the minimum charge shown in the Table of Class Rates in tariffs governed by this tariff.</li> </ul>

### MINIMUM CHARGES ON PALLETIZED FREIGHT

(a) Where consignor, consignee, or other person responsible for freight bill payment on palletized shipments requests that such shipments not be broken down or otherwise indicates carrier is not to disturb the wrapping or arrangement of freight on any pallet or that carrier may not place any freight on top of any palletized shipment, such shipment shall be subject to the following minimum charges per pallet:

Minimum Charge
\$50.10 for each pallet
\$44.30 for each pallet
\$39.00 for each pallet

Example: On a shipment consisting of two pallets that are shrink-wrapped and tendered on a shipping order (bill of lading) with the notation "Load to Ride," rates and charges shall be determined in accordance with the governing class or commodity rate tariff for the classification or commodity at the governing minimum weight subject to a minimum charge of \$88.60 determined as follows:

2 pallets at \$44.30 each = \$88.60

- (b) The minimum charge per pallet shall not be subject to any discount.
- (c) Each standard size pallet or skid of freight not exceeding 40 x 48 x 48 is subject to a maximum allowable weight of 2,500 lbs., and shall be subject to the following additional charges in the event the weight exceeds 2,500 lbs:

(d)	Weight of standard size pallet or skid:	Supplemental Charge
	2,501 pounds - 2,999 pounds	An additional 50% of the negotiated rate per pallet or skid would apply.
		N1
	3,000 pounds and over	An additional 100% of the negotiated rate per pallet or skid would apply. N2

(e) This charge is in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

|N1| - Example: A \$60.00 per skid rate weighing 2,850 pounds would be charged an additional 50% of the negotiated rate or an additional \$30.00. The total charge would be \$90.00 per skid.

|N2| - Example: A \$60.00 per skid rate weighing 3,100 pounds would be charged an additional 100% of the negotiated rate or an additional \$60.00. The total charge would be \$120.00 per skid.

Effective: December 1, 2010

**RULES** 

Item

610.3

### MINIMUM CHARGE ON C. O. D. SHIPMENTS |N1|

On shipments qualifying for discounts in carrier's other tariffs, the maximum discount to be applied in (a) determining the rate or charge on any C. O. D. shipment tendered "Freight Collect" shall be 45 percent (45%) of the class rate, base rate, or column commodity rates for which the discount is published to apply. Shipments for which a discount of greater than 45 percent (45%) is published to apply shall be subject to a minimum charge determined by paragraph (b) of this Item.

(b) The minimum charge for shipments requiring C. O. D. service (see Items 180 and 185 of this tariff and Item 430 of the governing classification), shall not be less than the charge determined in accordance with the applicable class or commodity rate for the commodity or commodities shipped at the governing minimum weight less 45 percent (45%). See

example below:

Example: A 2000 pound shipment moving collect from Pittsburgh, PA, to Cleveland, OH, of a commodity taking an LTL Class 50 classification rating and subject to a discount of 50 percent (50%) in carrier's other tariffs is tendered on a shipping order (bill of lading) marked C. O. D. The minimum charge for such shipment shall be determined as follows: Base (Class) Rate and Charges (\$10.58 x 20 cwt.) = \$211.60 Discount specified in carrier's tariff (50%) = \$105.80 Minimum charge on C. O. D. shipment tendered freight collect) (\$211.60 less 45%) = \$116.38

The applicable charge shall be the minimum charge in lieu of any other charge

or \$116.38.

- |N1| -Not applicable on shipments which are not subject to discounts or shipments for which the discount published is less than 45 percent (45%).
  - 610.4 MINIMUM SHIPMENT CHARGE AT RETAIL DISTRIBUTION CENTERS OR OTHER COMPANIES AS SPECIFIED

The minimum charge on shipments consigned to facilities operated by or for the account of companies named in Column 1 of this Item shall not be less than the charge determined in accordance with the provisions of Column 2 of this Item. Discounts or rates other than class rates as named in other tariffs shall not operate to reduce the carrier's revenue on any shipment to an amount less than the minimum charge named in this Item regardless of the party responsible for freight bill payment. |N1|

Column 1	Column 2  N3
<u>Company</u>	The minimum charge on any shipment
	shall be the charge named in:
Caldor, Inc. located at North Bergen, NJ N2	PITD 506 series, less a 0% discount
K-Mart located at Warren, OH and Fairless Hills, PA  N2	PITD 506 series, less a 0% discount
Ames located at Leesport, PA  N2	PITD 506 series, less a 0% discount
Walmart located at Grove City, OH, Woodland, PA	
and Sutherland, VA  N2	PITD 506 series, less a 0% discount
Wakefern Food at all locations N2	PITD 506 series, less a 0% discount
Bloomingdales at Secaucus, NJ  N2	PITD 506 series, less a 0% discount
Neuman Wholesale at Ridgefield, NJ  N2	PITD 506 series, less a 0% discount
Rite Aid at Poca, WV  N2	PITD 506 series, less a 0% discount
Staples Warehouse at Hagerstown, MD  N2	PITD 506 series, less a 0% discount
Target at Stuarts Draft, VA  N2	PITD 506 series, less a 0% discount
Meijer at Tipp City, OH  N2	PITD 506 series, less a 0% discount
Home Depot at all locations  N2	PITD 506 series, less a 0% discount
Costco's at all locations  N2	PITD 506 series, less a 0% discount
U S Food at Severn, MD  N2	PITD 506 series, less a 0% discount
U S Steel at Ecorse, MI  N2	PITD 506 series, less a 0% discount

|N1| -Minimum charges named in this Item take precedence over other tariffs.

|N2| -The provisions of this Item apply also on shipments consigned to facilities operated by or for the account of affiliates and subsidiaries of companies named in Column 1.

|N3| -In determining minimum charges named in this column, apply the classification rating named in the governing classification for each article shipped in lieu of any exceptions rating or other tariff provision (See Item 100).

Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222

Effective: May 1, 2010

PI	TD 100-E	Pitt Ohio Express, Inc. RULES	Page 13-B		
Iter	em				
647		NOTIFICATION PRIOR TO DELIVERY / SCHEDULED DELIVERY When a bill of lading or shipper's order bears a notation requesting carrier consignee prior to tender of delivery by any means, including scheduling a for delivery, an additional charge of \$28.50 per shipment will apply.			
	(b)	Where consignor's or consignee's operating practices require carrier to sche delivery times, or where pickup or delivery is subject to any restriction or l requiring notification or scheduling an appointment by carrier prior to the vehicle at origin or destination, the charges specified in this Item shall also	limitation arrival of carrier's		
648	8	OFFSETTING OF FREIGHT CHARGES			
a)		n amounts made against the Carrier (whether filed or unfiled) may not be offset yor against freight charges otherwise owed to the Carrier. Reference Items 660			
		OPERATING AUTHORITY			
		MC-30136 (Sub. No. 2)			
650 To transport as a common carrier by motor vehicle in interstate or foreign commerce over irregroutes, general commodities (except Class A or B explosives, household goods as defined by the Commission, and commodities in bulk) between points in Connecticut, Delaware, the District Columbia, Indiana, Illinois, Kentucky, Maryland, Massachusetts, Missouri, Michigan, New Jee New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Virginia, West Virginia, and Wisconsin.			defined by the the District of gan, New Jersey,		
		e: Operating authorities supporting intrastate operations may be examined uporting arrangements with carrier's traffic department.	n request by		
660	O OVERCHA	ARGE CLAIMS - REQUIREMENT FOR PRESENTATION IN WRITING FO AND METHOD OF PRESENTATION	ORM		
a)	presentation and Claims must be p	ates by reference the provisions of 49 C. F. R. 1008 as the minimum requirement investigation of claims for overcharges, duplicate payments, and overcollection presented within the time periods prescribed by law but in no instance later than that freight bill presentation.	n of charges.		
b)					

Item 670

## **OVER DIMENSION FREIGHT**

Freight measuring 12 or more, but less than 40 feet (Note B) shall be subject to the charges determined in accordance with a percentage factor of 150 percent (150%), Note A and C.

<u>Note A</u> - Percentage factors shall be applied to the class rate, commodity rate, minimum charge, or floor, which would otherwise be applicable to shipments described in this Item.

<u>Note B</u> - Freight measuring 40 feet or more will not be accepted for shipments, but if advertently accepted, will be subject to a percentage factor of 250 percent (250%).

Note C - The minimum Over Dimension charge shall be \$79.00 per shipment.

### PAYMENT OF CHARGES AND EXTENSION OF CREDIT

### 720 (a) <u>Payment of Freight Charges</u>

Carrier is not required to deliver or relinquish possession of any freight transported by it until all tariff rates and charges thereon have been paid. Upon taking reasonable precautions to assure payment of freight charges will be paid within the prescribed credit period, carrier will extend credit in accordance with the provisions of this Item.

### (b) <u>Credit Period</u>

(1) The credit period begins the day following freight bill presentation, which is defined as the date on which the carrier mails the freight bill to the party responsible for payment of the freight charges (or any agent or contractor thereof), except that when electronic billing or funds transfer is the billing method, the time of presentation is the day on which billing information is dispatched electronically.

(2) The credit period shall run for 15 calendar days including Saturdays, Sundays, and holidays except that if the 15th day falls on any of the foregoing, the period will extend to the next day which is not a Saturday, Sunday, or holiday (See also Items 167 and 725).

(3) On prepaid shipments, carrier shall present all freight bills within seven (7) working days from the date a shipment is received for transport or the date on which sufficient information to compute applicable tariff charges is received at the billing point.

(4) On collect shipments, carrier will present all freight bills within seven (7) working days from the date a shipment is delivered at destination.

(5) Working days are defined as days other than Saturdays, Sundays, or holidays.

(6) The date of payment of charges is defined as the postmark date on which the check, draft, or money order is mailed, except when payment is made by electronic funds transfer, the date of payment shall be the date on which the funds are transferred. Checks, drafts, or money orders may not contain any restrictive endorsement and must be honored upon initial presentation to carrier's bank in order to constitute payment.

(7) The time limit for payment shall be shown on the freight bill or an accompanying document, provided that failure to indicate the correct time limit shall not relieve any party of compliance with carrier's credit rules.

(8) The 15-day credit period will apply to any balance-due bill which is presented after the original freight bill has been paid in full.

(c) <u>Set-Off Prohibited:</u>

No person may set-off against freight charges any claim or debt asserted against carrier.

- (d) <u>Returned checks:</u> Checks received in payment of freight charges which are returned to Pitt Ohio by the bank because of insufficient funds or any other reason not the fault of Pitt Ohio will be subject to a charge of \$32.00, which includes any service fee assessed by Pitt Ohio's bank. This charge will be in addition to all other applicable charges and will not be subject to discounts, loading or unloading allowances.
- (e) All rates, charges or other amounts published herein are stated in US Currency, and all charges are payable in US currency unless prior agreement has been approved by Carrier for payment in Canadian dollars.

Effective: December 1, 2013

## PENALTY FOR NON-PAYMENT OF FREIGHT CHARGES NOTICE TO SHIPPERS, RECEIVERS, AND OTHER PERSONS RESPONSIBLE FOR PAYMENT OF FREIGHT CHARGES

Carrier's credit policies and practices are adopted in compliance with the requirements of the Interstate Commerce Commission as set forth at 49 C. F. R. 377.203 et. seq. Carrier's election to extend credit is limited to persons deemed credit-worthy, and in no case shall carrier's election or the provisions of this tariff be construed to change carrier's obligation to collect all freight charges lawfully due carrier within the credit period established in Item 720.

### Penalty:

- (a) Shipments rated under discount or allowance provisions, or commodity rates or exceptions rates will be subject to the following penalty provisions:
  - Service Charge: Commencing on the 61<sup>st</sup> day from the date of freight bill presentation (see Item 720 (b), any freight bills remaining unpaid will have an additional interest penalty fee due of 10% of the net revenue. The purpose of this charge is to prevent free use of funds due the carrier.
  - Collection expense charge: Commencing on or after the 61<sup>st</sup> date from freight bill presentation (see Item 720 (b), if freight bills remain unpaid in full or in part, and are submitted to a collection agency for assistance, an additional collection expense fee of 25% of the net revenue will apply. The purpose of this charge is for additional costs incurred in the collection of overdue freight charges.

### PERMITS

Any tolls or fees paid to any federal, state, or municipal government authority for special permits as may be required in connection with movements, also such expenses in connection therewith such as long distance telephone calls or telegraphic expense, will be added to the freight bill for transportation charges. Receipt showing payment of these charges will be attached to carrier's freight bill, and a \$15.00 service charge will be assessed in addition to all other lawful tariff charges.

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Effective: December 1, 2010

Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

Item

725

Item

# Pitt Ohio Express, Inc.

## RULES

750		PICKUP AND DELIVERY - GENERAL		
	(a)	Except as otherwise provided, rates in tariffs governed by this tariff include one pickup at point of origin and one delivery at point of lestination. Points of origin and destination include all points within the limits of the cities, towns, or villages from or to which rates		
	(b)	apply. The term "pickup" means the service performed by the carrier or his agent in taking possession of and transporting freight from a platform, loorway, or shipping room at a warehouse, factory, store, place of business, or residence. The freight must be so situated as to be directly accessible to carrier's vehicle and immediately adjacent thereto. The placing of freight in such accessible position must be arranged by the		
	(c)	consignor without assistance from carrier or carrier's agent. The term "delivery" means the service performed by carrier or carrier's agent in transporting freight to, and surrendering possession hereof, at a platform, doorway or receiving room of warehouse, factory, store, place of business, or residence. Freight unloaded from carrier's vehicle shall be deposited upon the platform, floor, ground, or pavement at a point directly accessible to such vehicle and closely contiguous thereto and there left by carrier or carrier's agent.		
	(d)	See Item 566 for provisions governing the handling of freight not adjacent to carrier's vehicle.		
<ul> <li>(d) See her bool of provisions governing the naturing of hergit not adjacent to carrier's venicle.</li> <li>(e) Unless the bill of lading carriers a notation to the contrary, a delivery receipt shall be signed by consignee or consignee's agent or contractor (See Note 1). In the event consignee or consignee's agent or contractor fails or refuses to acknowledge receipt in writing, or carrier's may accomplish same by signing the delivery receipt, and such signing shall be binding upon the parties to the bill of lad <u>Note 1</u> - Shipments consigned to contractors at construction or wrecking sites will be delivered to such job sites whether or not the consignee's representative is on hand to receive the shipment unless carrier has had specific instructions to the contrary prior to the 1 of the shipment.</li> </ul>				
751		PICKUP OR DELIVERY SERVICES - FLAT-BED EQUIPMENT		
Where carrier is requested or required to pick up or deliver freight on flat-bed, or open-top, or any equipment other than dry-freight close trailers or trucks (dry-freight van equipment), LTL rates or charges shall not apply. Rates and charges shall be determined at the applicable TL rate or charge subject to a minimum weight or 20,000 pounds per shipment.				
		DELIVERY SERVICES – District of Columbia Metropolitan Area		
Where carrier is requi with a 3 – digit prefix rates or charges shall		Where carrier is requested or required to deliver freight for the District of Columbia Metropolitan area which includes all postal zip codes with a 3 – digit prefix of 200, 202, 203, 204, 205, 222 and 223 and the 5 digit zip codes listed in N1 (please also refer to Item 989), LTL rates or charges shall be subject to an arbitrary charge of \$2.60 cwt, with a \$21.50 minimum and/or \$79.50 maximum. This charge shall be shown as a separate line item on the bill and will be in addition to all other lawful charges for the shipment.		
N1: 5 Di	igit Zip Cod			
Manassas 20108-20113, 22110, 22111 Clifton 20124, 22024		Alexandria 22301-22332 Vienna 22027, 22180-22182, 22183		
Arlington 22201-22210, 22213-22219 Merrifield 22081, 22116 Tysons Corner 22103				
		20167, 20166, 22170, 20163, 22170		
		22070, 22090, 22095		
Reston 20	0190-20194	0166, 20196, 22090, 22091, 22095, 22070		

Fairfax 22021, 22030-22033, 22035, 22037- 22039, 22079

753

### PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCE

The following provisions apply when the consignee or consignor of a shipment is located at a location, which includes, but is not limited to private residences, apartments, condominiums, including businesses operated out of private residences:

When carrier is requested or required to pick up or deliver a shipment from or to a location as defined herein, a charge of \$6.85 per 100 pounds subject to a minimum charge of \$63.30 will be assessed in addition to all other charges.

The charge or charges provided for in this Item shall apply separately for pickup and delivery, and unless the Bill of Lading (Shipping Order) is specifically endorsed to show prepayment of all charges, the charge or charges shall be collected from the party that is responsible for payment of the freight charges (debtor).

Effective: June 20, 2011

### PICKUP OR DELIVERY SERVICE AT

EXPOSITIONS , CONVENTION CENTERS, TRADE SHOWS OR GROCERY WAREHOUSES

When carrier is requested or required to pickup or to deliver a shipment from or to an exposition center, convention center, trade show or grocery warehouse, no discount, discounted rate, commodity rate (including mileage rates), exceptions rate, or Freight All Kinds rating shall apply in determining freight charges. Charges shall be assessed and collected on the basis of 100 percent (100%) of the class (base) rate named in carrier's class rate tariff. Shipments consigned to or originating from exposition centers, trade shows or convention centers will be subject to a minimum charge of \$275.00.

#### 755 PICKUP OR DELIVERY SERVICE AT CONSTRUCTION OR WRECKING SITES

When carrier is requested or required to pick up or to deliver shipment from or to a construction or wrecking site, a charge of \$6.00 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$45.00 and maximum charge of \$350.00.

756

754

#### PICKUP OR DELIVERY SERVICE AT LIMITED ACCESS LOCATIONS

The following provisions apply when the consignee or consignor of a shipment is located at a limited access location, which includes, but is not limited to schools, universities, colleges, country clubs, farms, ranches, military bases, nuclear power plants, prisons and correctional facilities, public self storage facilities (including household and commercial type facilities), camps, churches and places of worship, airports (Note 1) and other points not open to the general public for commercial purposes.

When carrier is requested or required to pick up or deliver a shipment from or to a limited access location as defined herein, a charge of \$6.85 per 100 pounds subject to a minimum charge of \$63.30, subject to a maximum charge of \$150.00, will be assessed in addition to all other charges. The charge or charges provided for in this Item shall apply separately for pickup and delivery, and unless the Bill of Lading (Shipping Order) is specifically endorsed to show prepayment of all charges, the charge or charges shall be collected from the party that is responsible for payment of the freight charges (debtor).

Note 1: The term "Airport" shall be defined as any facility, which is subject to the Transportation Security Administration ("TSA") where aircraft such as airplanes, helicopters, and blimps take off and land.

Note 2: Shipments consigned to contractors at construction or wrecking sites will be delivered to such sites whether or not the consignee's representative is on hand to receive the shipment unless the carrier has received specific instructions to the contrary, prior to the loading of the shipment. (See item 755)

### 757 PICKUP OR DELIVERY SERVICE – MINE SITES – NATURAL GAS SITES OR OIL DRILLING SITES

When carrier is requested or required to pickup or to deliver shipments from or to a mine site or natural gas or oil drilling site (see Note 1), a charge of \$5.30 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$69.00

Note 1: The terms MINE SITE, NATURAL GAS SITE and OIL DRILLING SITE mean the site of any pit, excavation shaft, drilling shaft, or deposit at which coal, gas, oil, ore or minerals are, have been or will be extracted. Such site or mine shall include the entire property upon which the site or mine is located, and delivery or pick up at any facility (such as warehouses, deposits, supply houses, or receiving facilities) located on such property will be considered as part of the site.

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### PICKUP OR DELIVERY SERVICE AT PIER

When carrier is requested or required to pick up or to deliver shipment from or to a pier, a charge of \$2.95 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$29.50.

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Effective: September 13, 2013 Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 -For explanation of abbreviations, see Page 3.

### 810

### PROTECTIVE SERVICE (Heat Track Service)

- a) Protection of shipments from freezing will not be furnished unless specific arrangements therefore are made in advance of tender and request therefore is endorsed on the bill of lading or shipper's order by the consignor. Freight must be properly labeled "Protect from Freezing" or "Heat Track" and bill of lading must specify same. If either labeling or notation on bill of lading is missing, Pitt Ohio will not be liable for freight being frozen or damaged from the elements. Pitt Ohio will only be liable to protect against a freezing mark of 32 degrees (32°) Fahrenheit or zero degrees (0°) Celsius (centigrade) or lower. In the event a "Protect from Freezing" or "Heat Track" shipment freezes, Pitt Ohio may pay freezable claims up to \$5.00 per pound.
- b) During circumstances when the temperature drops below 15 degrees (15°) Fahrenheit, in an effort to protect the freight, we reserve the option of keeping freight in a protective environment at a Pitt Ohio terminal and not putting freight on the street for delivery. This will void any and all penalties and charges due to a next day service failure.
- c) Pitt Ohio will use heated trailers, blankets, heated storage areas and shipment technology to protect shipments from freezing.
- d) Protection on freezables is provided seven (7) days a week while the freight is in possession of Pitt Ohio Express.
- e) In the event freight is being held and awaiting disposition from the shipper or consignee, Pitt Ohio will act solely as a warehouseman and take due care of the freight to protect it from freezing.
- f) Pitt Ohio does not offer temperature controlled service.
- g) An eighteen (18%) percent surcharge, subject to a \$35.00 minimum charge, will be applied to the net charges on each shipment weighing up to and including 19,999 lbs, and a ten (10%) percent surcharge, subject to a \$150.00 minimum charge, will be applied to the net charges on each shipment weighing 20,000 pounds and over, requiring protection from freezing on interlined / interchanged shipments with a connecting carrier destined to or originating from Canada
- h) The fees in the following chart will apply in addition to all other rates and charges requiring protection from freezing on direct service shipments or interlined/interchanged shipments (The Reliance Network) serviced by Land Air only:

Actual Weights	Price
0-250 lbs.	\$25
251-5000 lbs.	\$35
5001 lbs. +	\$50

- i) Cargo Blanket Protection / Protective Blanket Service (Heat Track Plus Service): At the request of the Shipper, Pitt Ohio Express may provide protection from freezing by means of cargo blankets. In writing, the Shipper must obtain approval of Pitt Ohio's terminal manager to provide protection from freezing by means of cargo blankets. Once the approval has been obtained, the Shipper must clearly note on the Bill of Lading, at the time of shipment, that Protective Blanket Service is requested. Suggested wording is PROTECTIVE BLANKET SERVICE IS REQUIRED:
  - Service will not be provided for shipments not handled direct by Pitt Ohio Express.
  - Service will not be provided without advance approval by the Pitt Ohio terminal manager at the origin service center.
  - Service will not be provided when Shipper fails to clearly note the Bill of Lading, at the time of shipment, that Protective Blanket Service is requested.
  - Carrier will have no liability when shipment is not deliverable upon arrival at the destination service center. Carrier will have no liability when through no fault of its own the carrier is not able to deliver the shipment within three (3) days of the date of arrival at the carrier's destination terminal.
  - Carrier will have no liability for products that freeze or degrade above 32 degrees Fahrenheit.
  - When Pitt Ohio provides service of blanket protection, the charge shall be \$75.00 per shipment and will apply in addition to all other rates and charges.

Effective: September 13, 2013 Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 -For explanation of abbreviations, see Page 3.

Item

820

# RECONSIGNMENT OR DIVERSION

Carrier is not obligated to divert or reconsign a shipment, but upon request of consignor, consignee, or owner, carrier may initiate the effort to divert or reconsign subject to the following provisions: (a) The terms "reconsignment" and "diversion" are considered to be the same and include the following requests:

- (1) a change in the name of consignor or consignee;
- (2) a change in the place of delivery within the original destination point;
- (3) a change in the destination point; and
- (4) return (recall) of a shipment at point of origin.

(b) Requests shall be made in writing or confirmed in writing if made by telephone. Requests may not be conditional or contingent upon any circumstance, and carrier will not accept any written notation on the bill of lading, shipper's order, package, or shipping tag made prior to the time reconsignment is requested.

(c) A request for reconsignment shall constitute the requesting party's guarantee of payment for all freight charges on the shipment or shipments in question.

(d) A request for reconsignment of a portion of a shipment may not be made, and such a request shall constitute authority to reconsign the entire shipment.

(e) Charges for reconsignment shall be in addition to all other freight charges and shall be:

(1) Change in the Name of Consignor or Consignee

When a change in the name of consignee is requested, with no change in place of delivery, a charge of \$33.75 will apply.

- (2) <u>Change in the place of delivery within the original destination point</u>
  - (i) Prior to Tender of Delivery (See Note A).

When reconsignment requires a change in the place of delivery at destination (with or without a change in consignee's name) prior to tender of delivery, a charge of \$33.75 will apply.

(ii) After Tender of Delivery (See Note B).

When reconsignment requires a change in the place of delivery at destination (with or without change in consignee's name) after tender of delivery, the charge will be the tariff rate from point of reconsignment to the final destination but not less than the rate from the origin to the final destination (See Note C).

(3) <u>Change in the destination point</u>

(i) When reconsignment occurs at origin, a charge of \$33.75 will apply.

(ii) When reconsignment occurs after a shipment has departed from origin, the charge will be the tariff rate from point of reconsignment to the final destination but not less than the rate from the origin to the final destination (See Note C).

(continued on next page)

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Effective: December 1, 2010 Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 See Page 3 for explanation of Reference Marks.

<b>РІТ</b> Д 100-Е		Pitt Ohio Express, Inc.	Page 19
		RULES	
Item			
820.1		RECONSIGNMENT OR DIVERSION	
		(continued from prior page)	
	Note A -	Reconsignment prior to tender of delivery shall mean a change which occ	
		directly intermediate over the route of movement to the original destination	
		destination terminal before the shipment has been loaded in the delivery v	
	Note B -	Reconsignment after tender of delivery shall mean a change which occurs	
		shipment has arrived at destination or after the shipment has been loaded	in the delivery
		vehicle at carrier's terminal as originally consigned.	
	Note C -	The point of reconsignment shall be the destination point or the carrier's to	
		shipment is located when carrier acknowledges the reconsignment reques	t can be honored.
822		SHIPPING INSTRUCTIONS OR DESCRIPTION OF FREIGHT	
		ot be required to accept or honor any correction or amendment to a consigned	or's shipping
	instructions (s	hipping order, shipper's memorandum, or bill of lading) unless,	
	i)	the request, correction, or amendment is received by carrier within 30 day	s from the date
		the original bill of lading is issued, and	
	ii)	carrier can verify after its independent investigation that the correction, and	nendment, or
		circumstances forming the basis of the request are accurate.	
	The provision	s of this Item shall not apply to corrected bills of lading issued by carrier.	
829			
		This item reserved for future use.	
		This field reserved for future use.	

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Effective: June 15, 2009 Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 See Page 3 for explanation of Reference Marks.

Item

# REDELIVERY

(a) When through no fault of carrier, a shipment cannot be delivered after tender of delivery or reasonable effort to effect delivery is first made during business hours, no further attempt will be made for redelivery except on request of consignee, consignee's agent, or contractor.

(b) If redelivery is made, the redelivery charge shall be the tariff rate from carrier's terminal (or other point at which a shipment is held) to the place of delivery and shall be in addition to all other charges, including but not limited to, the charge for movement from origin to place of delivery.

(c) If consignee elects to take delivery at carrier's premises in lieu of redelivery by carrier, or if carrier's terminal is also located at the point of destination, and a redelivery is performed upon request, the shipment will be subject to the tariff rate for the initial movement from origin to place at which shipment is held, but not less than the tariff rate from origin to original destination and an additional charge \$3.35 per 100 pounds subject to a minimum charge of \$37.00 and a maximum charge of \$406.00.

(d) The additional charge described in paragraph (c) will not apply on shipments consigned to camps, churches, schools, apartments, private residences, or other consignees not operating commercial facilities. Before attempting delivery to non-commercial consignees, carrier will arrange for a mutually satisfactory time when delivery can be accomplished.

(e) If consignee requests vehicle to be held over at destination, a detention charge of \$53.00 per each 1 hour period or fraction thereof will apply.

(f) The term "business hours" means 8:00 a.m. to 4:00 p.m. Monday through Friday on days other than holidays (See Item 167).

(g) Where consignee maintains more than one receiving point at destination, and the shipping instructions do not specify at which receiving point the shipment is to be tendered, carrier may tender the shipment for delivery at any receiving point at the billed destination.

(h) Where specific reference is made to "vehicle," it means straight truck, semi-trailer, trailer, or four-wheeler, or any combination thereof using a single power unit.

(i) When through no fault of the carrier, a shipment cannot be delivered after the first redelivery attempt, the shipment then becomes subject to the provisions of Item 910 (Storage).

(j) The redelivery charge shall apply for each delivery attempt.

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Effective: December 1, 2010 Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 See Page 3 for explanation of Reference Marks. **PITD 100-E** 

# Pitt Ohio Express, Inc. RULES

Item

## RETURNED UNDELIVERED SHIPMENT

860 (a) All non-perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be returned to carrier's terminal. Consignor will be notified by mail of any such shipment within 48 hours after its return to terminal. Consignor will be allowed 48 hours free time following the date on which such notification is mailed to furnish disposition instructions. If such disposition is not furnished within the free time, shipment will be placed in storage at owner's expense.

(b) All perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be disposed of according to the terms of Section 4 of "Contract Terms and Conditions" of the bill of lading as provided in the governing classification.

(c) All shipments returned to carrier's terminal will be subject to the tariff rate or charge for such return movement in addition to the charge for the initial movement to the consigned destination.

(d) Storage charges (Item 910) are applicable for any shipment held at carrier's terminal beyond free time.

883

# SHIPMENTS TENDERED AS TRUCKLOAD

When a shipment is tendered to carrier under a bill of lading or shipper's order marked "Tendered as a Truckload" or as "40,000 pounds" (or more), rates or charges shall be determined as follows:

(a) The shipment will be entitled to privileges normally afforded in tariff provisions pertaining to truckload shipments, and the truckload rate will not alternate with the less-than-truckload rate.

(b) Charges will be computed at the applicable truckload minimum weight, or actual weight if greater, but not less than 40,000 pounds.

(c) A corrected bill of lading will not be issued nor accepted to remove the truckload application. If Section 7 of the bill of lading (shipper's order) has been executed, the provisions thereof shall be considered null and void for the purpose of this Item.

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Effective: August 4, 1997

Page 22

Item

### RATES AND CHARGES SPECIAL SERVICES - HOURLY RATES

(a) Application of hourly rates shall be made only where specific reference is made to this Item or where special service is requested other than normal carrier operations for which other line-haul rates or charges are not published.

(b) Time shall be computed from equipment's departure from carrier's terminal until return to that terminal.

(c) Minimum charge shall be for eight (8) hours.

Application of Rate Columns:

Column 1 - Rates apply during usual business hours. (See Note A).

Column 2 - Rates apply for operations on Saturday, Sunday, holidays, or other than usual business hours (See Item 167).

	<u>R A</u>	<u>TES</u> (+)
	Column 1	Column 2
Straight truck or tractor trailer unit with driver	\$79.00	\$127.00
Additional labor per man	\$63.00	\$85.00

Note A - Usual business hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

(+) - Rates are stated in dollars and cents per hour or fraction thereof.

(d) Where reference is made for Fast Track Guaranteed Services, refer to Items 992 in this tariff.

## SPOTTING OF EMPTY EQUIPMENT

895 Upon request of customer and subject to availability of equipment, carrier will spot empty trailers, reposition empty or loaded trailers at users' facility, or pick up empty trailers subject to the following charges:

Miles (+)	Charge per	Miles (+)	Charge per
not over	trailer	not over	trailer
25	\$ 60.00	150	\$350.00
50	\$116.00	175	\$410.00
75	\$175.00	200	\$465.00
100	\$235.00	over 200	Note 1
125	\$290.00		

Note 1 - For distances over 200 miles, add to the charge for 200 miles \$55.00 for each additional 25-mile increment or fraction thereof to determine the charge.

(+) - For any distance not shown, use the next greater distance shown.

Effective: December 1, 2010

Item

# STOPOFFS

900 (a) A shipment subject to a minimum weight of 20,000 pounds or greater on one bill of lading on one day may be stopped enroute between origin and final destination to complete loading or to partially unload (but not both loading and unloading) subject to circuity limitations (Note A) and all other provisions of this Item.

(b) Arrangement must first be made with carrier prior to tender of any portion of the shipment.

(c) Substitution of other property for that originally loaded or exchange of contents of the load in any manner is prohibited.

(d) On shipments stopped off for partial unloading, charges shall be based upon the minimum weight, or actual weight is greater, of the entire shipment at the truckload rate applicable from original point of shipment to the point to which the highest rate applies where any portion of the shipment is delivered.

(e) On shipments stopped off for partial loading, charges shall be based on the minimum weight, or actual weight if greater, of the entire shipment at the truckload rate applicable to the final destination from the point from which the highest rate applies where any portion of the shipment was loaded.

(f) A maximum of three (3) stops, excluding original pickup or final delivery, is permitted. The additional charge for each stop of \$80.00, except that additional pickups or deliveries within the same plant facility (which will be considered stops under this Item) will be subject to a stopoff charge of \$45.00. If shipment is consigned to more than one consignee, all charges must be prepaid.

(g) Stopoff is not permitted on shipments consigned "C.O.D." or to be delivered only on shipper's order, or when accompanied by any instructions from consignor requiring the surrender or presentation of the bill of lading, a written order, or requiring other documents as a condition precedent to delivery at stopoff points or moving under uniform bill of lading having Section 7 thereof signed.

(h) The bill of lading must show, in addition to the points at which stopoff is to be made, the description and weight of the articles to be loaded or unloaded and the name and address of the parties who will load or unload at the stopoff points. Carrier shall make notation on freight bill showing date, description, quantity, and weight of the articles loaded or unloaded at stopoff points.

(i) Stopoff privileges apply only on shipments transported on a single tractor trailer unit, and only one freight bill will be rendered for the entire shipment.

(continued on next page)

Effective: December 1, 2010

## STOPOFFS

(continued from previous page)

900 Note A - <u>Maximum Circuity Provision</u> The shortest distance from initial origin to final destination will first be determined from the governing mileage guide (See Item 100). The distance shall then be calculated via actual route of movement required to effect the stops in sequence of movement, including any back-hauls. If the difference between the two exceeds 15 percent (15%) of the short route distance, the provisions of Item 900 will not apply.

## STORAGE

910 Freight held in carrier's possession by reason of an act or an omission of the consignor, consignee, or owner, or for customs clearance or inspection will be considered to be in storage immediately upon interruption of the through movement in line-haul service.

(a) Storage charges on freight awaiting line-haul transportation or forwarding instructions will begin at 7:00 a.m. the day after freight is received by carrier.

(b) Storage on undelivered freight will be subject to the free time provisions of Item 860. If freight is held at carrier's terminal at request of consignor, consignee, or owner in lieu of public storage, it will be subject to the storage charges provided in this Item.

(c) Freight stored in carrier's possession will be assessed a charge of 120 cents per 100 pounds or fraction thereof per 24 hours or fraction thereof subject to the following:

Minimum Storage Charge: \$20.00 per shipment per each 24 hours, but not less than \$39.00 for the entire storage period.

Maximum Storage Charge	Charge
For the first 24 hours or fraction thereof	\$ 90.00
For the second 24 hours or fraction thereof	\$122.00
For the third and each succeeding 24 hours or fraction thereof	\$180.00

Note: Shipments that require protection from freezing will be subject to the following charges:

Freight stored in Carrier's possession will be assessed a charge of 235 cents per 100 pounds or fraction thereof per 24 hours or fraction thereof subject to the following:

<u>Minimum Storage Charge:</u> \$40.00 per shipment per each 24 hours, but not less than \$79.50 for the entire storage period.

Maximum Storage Charge:	Charge
For the first 24 hours or fraction thereof	\$135.00
For the second 24 hours or fraction thereof	\$160.00
For the third and each succeeding 24 hours or fraction thereof	\$215.00

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Effective: December 1, 2010

Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 See Page 3 for explanation of Reference Marks.

Item

Item		
915	(a)	THIRD PARTY BILLING When a third party, other than the consignor or consignee shown on the bill of lading or shipper's order, is responsible for payment of freight charges, the name and address of the third party must be placed on the bill of lading or shipper's order by the consignor at the time of shipment, except as provided in paragraph (c) below.
	(b)	Where consignor requests carrier to bill a third party, the shipment will be considered prepaid with payment of freight charges guaranteed by the consignor. Consignor must immediately pay the freight charges (in lieu of payment by the third party) where a third party fails to pay such charges within carrier's credit period.
	(c)	Where consignor or consignee instructs carrier to bill a third party not shown on the bill of lading or shipper's order at the time of initial shipment, an additional charge of \$27.50 will be assessed in addition to all other charges and will be the responsibility of the party paying the freight bill. The party instructing carrier to issue a third party billing shall guarantee payment of all charges.
	(d)	Third party billing may not be requested where Section 7 of the bill of lading (shipper's order) is executed, and the provisions of Section 7 will not apply where third party billing is requested.
	(e)	Except as provided in paragraph (c), a consignee may not request third party billing.
	(f)	Exceptions ratings will not apply on shipments for which third party billing is requested or extended. Exceptions ratings, as further provided for in carrier's other tariffs, will apply only where authorized for the consignor or consignee shown on the shipping order (bill of lading).
918		TRAILER RENTAL
	(a)	Upon prior arrangement with carrier and subject to availability of equipment, carrier will furnish trailers for the temporary use by customers, subject to Item 895 (Spotting of Empty Equipment) at a charge of \$50.00 per day, including Saturdays, Sundays, and holidays (See Note 1).
	(b)	Trailers must be relinquished within 24 hours of carrier's request, and upon pickup by carrier, relinquished in the same condition as when spotted. Costs or expenses incurred by carrier to restore, repair, or unload trailers shall be assessed against the user in addition to the daily charge. Note 1 - Trailers spotted pursuant to this Item shall not be subject to Item 985 (Vehicles Furnished But Not Used).

Effective: December 1, 2010

Item

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980

UNNAMED POINTS

Shipments consigned to any point for which a rate is not named shall be rated to the next distant point for which a rate is named.

Effective: April 30, 2001

## VEHICLES FURNISHED BUT NOT USED

- 985 (a) When carrier, upon receipt of a request to pick up a shipment or furnish a vehicle for expedited service or for exclusive use, has dispatched a vehicle for such purpose, and due to no disability, fault of the carrier, the shipment is not tendered, or the vehicle is not used, a charge of \$175.00 per vehicle will be assessed.
  - (b) No charge will be assessed if the carrier is notified prior to the dispatching of the vehicle that the shipment will not be tendered or that the vehicle will not be used.
  - (c) Where carrier and carrier's driver are not notified within 120 minutes of arrival at the point designated for pickup that a shipment will not be tendered or carrier's vehicle is detained at such point for a period greater than 120 minutes for any reason beyond carrier's control, charges in addition to that specified in paragraph (a) of this Item shall apply as follows:
    - For the first 60 minutes or fraction thereof beyond the initial 120 minute
    - period (free time) for loading......\$65.00
    - For each additional 15 minute period or fraction thereof....... \$16.25
  - (d) When carrier is requested to make a pickup of an LTL shipment and arrived at the scheduled time for pickup and no freight is given to carrier, a charge of \$100.00 will be assessed.
  - (e) Charges provided for in this Item shall be assessed against the party making the request for service.

986

# CORRECTED BILLS OF LADING – DIRECT SERVICE

Any changes made to the original bill of lading will be subject to an additional charge of \$21.00 each time a change is made at the request of Shipper and/or Consignee. Changes shall include, but not be limited to shipment terms, description, weight, etc. This charge shall be in addition to all other charges and will not be subject to discount, loading or unloading allowances. All changes must be in writing in the form of a letter on the Shipper's letterhead, or a Corrected Bill of Lading. No changes will be accepted that increase carrier's liability regarding loss or damage.

Changes to shipment terms, shipper, (origins and destinations included) description, pieces and/or weight can be made by the Shipper (Shipper) within thirty days after the shipment has been accepted by the Carrier.

Prior to delivery of a shipment, changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading from the shipper. After a shipment has been delivered, requests for reversal of charges must be received in writing by the party (shipper or consignee) assuming responsibility for payment. Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete a third party to a freight bill may only be accepted from the shipper and only before payment has been received based on the terms of the original bill of loading. The new debtor must have established credit with carrier.

Corrected bills of lading will not be accepted on COD shipments. Corrected bills of lading may not be accepted when submitted more than 15 days after delivery date.

987

## CORRECTED BILLS OF LADING - INTERLINE SERVICE

Prior to delivery of a shipment, changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt, and approval by Pitt Ohio, of a corrected bill of lading from the shipper.

After a shipment has been delivered, requests for reversal of charges will not be honored.

Note: Pitt Ohio will not accept corrected bills of lading on COD shipments.

Effective: June 5, 2013

Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

Item

Item

# Pitt Ohio Express, Inc. RULES

#### POINTS TAKING PITTSBURGH RATES

Where rates are named to or from Pittsburgh, PA, those rates shall also apply to the following named locations where reference is made to this Item:

	reference is made to this.	10111.			
989	Allison Park	Castle Shannon	Heidelburg	Perrysville	Woods Run
	Aspinwall	Coraopolis	Homestead	Pitcairn	Plum Boro
	Avalon	Crafton	Etna	Ingomar	Cranberry Twp.
	Bairdford	Dormont	Manchester	Rankin	(end)
	Baldwin	Duquesne	Mayview	Sewickley	
	Bellevue	East Pittsburgh	McKees Rocks	Sharpsburg	
	Ben Avon	Edgewood	McKnight	South Hills	
	Bethel Borough	Elizabeth	Millvale	Swissvale	
	Bethel Park	Emsworth	Moon Run	Turtle Creek	
	Blawnox	Etna	Mt. Lebanon	Universal	
	Boston	Federal	Mt. Oliver	Verona	
	Bower Hill	Forest Hills	Munhall	Wall	
	Braddock	Fox Chapel	Neville Island	West Mifflin	
	Brentwood	Glenfield	Noblestown	West View	
	Bridgeville	Glenshaw	North Braddock	Wexford	
	Brookline	Glenwillard	Oakdale	White Oak	
	Bunola	Harwick	Oakmont	Whitehall	
	Carnegie	Haysville	Penn Hills	Wilkinsburg	

### POINTS TAKING PHILADELPHIA RATES

Where rates are named to or from Philadelphia, PA, those rates shall also apply to the following named locations where reference is made to this Item:

tee is made to this ftem.			
Abington	Frankford	Lansdowne	Paschall
Andalusia	East Falls	Lawndale	Philmont
Ardsley	East Lansdowne	Logan	Rockledge
Bethayres	Elkins Park	McKinley	Roslyn
Chestnut Hill	Enfield	Manayunk	Rydal
Cynwyd	Erdensheim	Meadowbrook	Somerton
Bryn Athyn	Jenkintown	Melrose Park	Stonehurst
Burmont	Germantown	Millborne	Terwood
Bustleton	Gladwyne	Mount Airy	Torresdale
Byeberry	Glenside	Mayfair	West Manayunk
Bywood	Harpers	Nicetown	Wyncotte
Cardington	Holmesburg	Oaklane	Wyndmoor
Chelternham	Huntingdon Valley	Ogontz	(End)
Flourtown	LaMott	Olney	

# DISTRICT OF COLUMBIA METROPOLITAN AREA

Where rates are named to the District of Columbia Metropolitan area, those rates shall also apply to the following named locations where reference is made to this Item:

All postal zip codes with a 3 – digit prefix of 200, 202, 203, 204, 205, 222 and 223 and the 5 digit zip codes listed in N1 N1: 5 Digit Zip Codes: Manassas 20108-20113, 22110, 22111 Manassas Park 20111-20113 Centerville 20120-20121, 22020 Clifton 20124, 22024 Alexandria 22301-22332 Vienna 22027, 22180-22182, 22183 Arlington 22201-22210, 22213-22219 Falls Church 22003 22040-22046 Great Falls 22066 Merrifield 22081, 22116 McLean 22101-22102, 22107 Oakton 22124 Tysons Corner 22103 Sterling 20164, 20165, 20167, 20166, 22170, 20163, 22170 Herndon 20170-20172, 22070, 22090, 22095 Reston 20190-20194, 20166, 20196, 22090, 22091, 22095, 22070 Fairfax 22021, 22030-22033, 22035, 22037- 22039, 22079

Effective: April 28, 2003

Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

# **РІТД 100-Е**

Item

990

#### **OFF FREIGHT BILL DISCOUNTS, ALLOWANCES & VOLUME INCENTIVES**

a) For the purposes of determining off freight bill discount, allowances and volume incentive reductions, the off freight bill discount, allowance and volume incentive period shall begin at 12:01 a.m. on the first day of each calendar month and shall conclude at 11:59 pm on the last day of each calendar month, unless otherwise noted by tariff or contract publication, payment shall be made on a quarterly basis as provided in Paragraph b). [N1]

b) An exception to the monthly off freight bill discount, allowance and volume incentive period will be noted by tariff or contract publication, and shall begin at 12:01 a.m. on the first day of each calendar quarter and shall conclude at 11:59 pm on the last day of each calendar quarter. |N2|

N2| First calendar quarter is January, February and March

Second calendar quarter is April, May and June

Third calendar quarter is July, August and September

Fourth calendar quarter is October, November and December

c) For the purposes of determining the off freight bill discount, allowance and volume incentive period into which any qualifying shipment may fall, the time and day of carrier's receipt as shown on the bill of lading shall govern in the case of prepaid shipments qualifying for off freight bill discount, allowance and volume incentive reductions.

d) For the purposes of determining the off freight bill discount, allowance and volume incentive period into which any qualifying shipment may fall, the time and day of consignee's acceptance as shown on the delivery receipt shall govern in the case of collect shipments qualifying for off freight bill discount, allowance and volume incentive reductions.

e) In no case shall revenue attributed to any shipment be used in more than one off freight bill discount, allowance and volume incentive period.

f) In no case shall revenues accruing in one off freight bill discount, allowance and volume incentive period be brought forward for any purpose in determining charges or reductions in any prior or subsequent off freight bill discount, allowance and volume incentive period.

g) Incentive charges or reductions totaling \$200.00 or less in one monthly off freight bill discount, allowance and volume incentive period or \$600.00 or less in one quarterly off freight bill discount, allowance and volume incentive period will not qualify as an incentive charge or reduction and will not be released to customer. In no case shall this amount be brought forward for any purpose in determining charges or reductions in any prior or subsequent off freight bill discount, allowance and volume incentive period.

h) Except as otherwise provided by tariff or contract publication, rate floor minimum or absolute minimum charge shipments, point rate shipments, flat rate shipments, volume shipments, unit (pallet/skid) rate shipments, interlined shipments or spot-quoted shipments will not qualify for off freight bill discount, allowance, volume incentive or allowance reductions.

i) In order to qualify for off freight bill discount, allowance and volume incentive reductions, the freight bill (invoice) must be paid in full within thirty (30) days of the date of the original invoice. All freight bills (invoices) that remain unpaid after 30 days will be disqualified and the tote total claim amount due will be adjusted by deducting those freight bills.

j) Off freight bill discounts, allowances and volume incentives will not apply on the applicable fuel surcharge and accessorial service charges. The revenue for fuel surcharges and accessorial charges will not be included in determining the amount due.

[N1] Except as otherwise provided by tariff or contract publication, prepaid shipments consigned before and collect shipments received before the effective date of the tariff or contract shall not qualify for reductions established in this tariff. Similarly, prepaid shipments consigned after, and collect shipments received after the expiration date or cancellation of this tariff shall not qualify for reductions established in this tariff except as otherwise provided by a superseding tariff.

991

### PRO-RATING OF OFF FREIGHT BILL DISCOUNT, ALLOWANCE AND VOLUME INCENTIVE PERIOD

Where the effective date of the tariff or contract falls on a day other than the first working day |N1| of the off freight bill discount, allowance and volume incentive period (see Item 990), the volume of revenue established in said tariff or contract shall be reduced pro rate for the first off freight bill discount, allowance and volume incentive period only by the number of working days between the first working day of the month and the effective date of the tariff.

[N1] Working days shall be all days in the month other than Saturdays, Sundays, and carrier's holidays.

Effective: June 14, 2010 Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3. Item 992

# Pitt Ohio Express, Inc. RULES

Page 30

#### FAST TRACK GUARANTEED SERVICES

#### • Fast Track Day Definite – Direct Moves Only:

(a) A guaranteed service for shipments requiring delivery by 5:00 p.m., per Carrier's standard transit schedule, will be subject to the fees in the following chart:

Actual Weights	Price
0-250 lbs.	\$35
251-5000 lbs.	\$65
5001 lbs. +	Call for Quote

(b) All shipments going to the Washington D.C. arbitrary zone and all shipments picked up in and delivered to points within the Washington D.C. arbitrary zone, will be subject to the fees in the following chart:

Actual Weights	Price
0-250 lbs.	\$100
251-5000 lbs.	\$150
5001 lbs. +	Call for Quote

(c) Failure to complete delivery by 5:00 p.m. by the Carrier's standard transit schedule will result in the invoice charges being refunded for that particular shipment up to a maximum amount of \$500.00 per shipment, subject to a fifteen (15) minute grace period (defined herein).

#### • Fast Track Day Definite - The Reliance Network Moves Only:

(a) A guaranteed service for shipments requiring delivery by 5:00 p.m., per Carrier's standard transit schedule, will be subject to the fees in the following chart:

Actual Weights	Price
0-250 lbs.	\$50
251-5000 lbs.	\$125
5001 lbs. +	Call for Quote

(b) Failure to complete delivery by 5:00 p.m. by the Carrier's standard transit schedule will result in the invoice charges being refunded for that particular shipment up to a maximum amount of \$500.00 per shipment.

- Fast Track Time Definite: A guaranteed service for shipments requiring time specific delivery per Carrier's standard transit schedule for a fee, which is incremented based upon time requirement and distance. Failure to complete delivery by the agreed upon time specific needs of customer by the Carrier's standard transit schedule will result in the invoice charges being refunded for that particular shipment up to a maximum amount of \$500.00 per shipment, subject to a fifteen (15) minute grace period (defined herein) for direct shipments only. For shipments outside of PITT OHIO's direct service area, Carrier has a two (2) hour delivery window (grace period) following the cut off time to provide delivery service.
- All charges for Fast Track Guaranteed Services are in addition to all other freight and assessorial charges. Appropriate fees will be applied for Holiday, Saturday, or Same day deliveries and will supplement the freight charges and Fast Track surcharges detailed herein.
- To activate a shipment using the Fast Track Services guaranteed program, the party requiring the service can take advantage of our online
  Fast Track Quote services at www.pittohio.com, or contact a Transportation Services specialist at 1-866-763-0055. Placing a clear and
  obvious notation on the bill of lading can also activate a request for Fast Track Day Definite services.
- In order to accommodate differences in time keeping devices, Carrier has a 15-minute window (grace period) following the cut-off time to
  provide delivery service for direct shipments only. For shipments outside of PITT OHIO's direct service area, Carrier has a two (2) hour
  delivery window (grace period) following the cut off time to provide delivery service.

(continued on next page)

Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222

Effective: August 2, 2013

**RULES** 

#### ITEM 992 FAST TRACK GUARANTEED SERVICES (continued)

- Carrier shall not be liable for any delay or default in performing its obligations under this Item where the delay or default is caused by:
  - Force Majeure, including war, riot, fire, acts of God, embargo or government sanction, strike or work stoppage, and weather related disabilities or other circumstances beyond the control of the party adversely affected thereby.
  - o COD shipments where the consignees refuse to disburse payment for delivery.
  - Appointment deliveries
  - Consignee's refusal of freight
  - o Reconsignment
  - Customs Clearance issues that may be related to shipment crossing border to another shipment on trailer crossing border if entire trailer is detained
- Carrier reserves the right not to honor any Fast Track Guaranteed Services commitment when freight is not available for pickup by 5:00 p.m. at the shipper's facility.
- Exceptions to this Item will be so noted on individual tariff pricing pages or contract pricing schedules.
- Fuel surcharges will be assessed to the net freight charge, which includes any Fast Track Guaranteed Service charge.
- Freight charges and supplemental fees for any Fast Track Guaranteed Services detailed in this Item must be paid within 15 days.

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Item 994

# HAZARDOUS MATERIALS

- a) A hazardous material handling fee of \$16.00 per shipment will be assessed to any shipment containing commodities that are classified as hazardous by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49.b
- b) This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.
- c) Hazardous Materials in the categories listed below are embargoed from transportation and will not be accepted:
  - a. Explosives (Division 1.1, 1.2, 1.3)
  - b. All Radioactive Materials (Class 7)
  - c. Hazardous Waste
  - d. Etiologic Agents / Infectious Substances (Division 6.2)

### 995

# INFECTIOUS SUBSTANCES

a) Pitt Ohio will not accept infectious substances, class 6.2, as listed in the Hazardous Materials publication, CFR 49. Articles of this nature inadvertently accepted will be subject to a handling fee of \$500.00 per shipment and this handling fee will be assessed to any shipment containing commodities classified as infectious substances, class 6.2, as listed in the Hazardous Materials publication, CFR 49, or any reissues or revisions thereto.

b) This charge will be in addition to all other charges and will not be subject to discount, loading or unloading allowances.

996

# WEIGHTS & INSPECTION

- a) A weights and inspection charge will apply for any freight bill where an adjustment to linehaul charges has been made due to an inspection or re-weigh that result in a change in the shipment weight or change in the commodity NMFC class.
- b) Where the adjustment changes linehaul charges by \$20.00 or more, the weights and inspection charge per bill shall be \$10.00.
- c) This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

997

# TRANSFER OF LADING

When required due to impractical conditions, vehicle weight restrictions, vehicle size restrictions or when requested by the consignee, consignor or authorized third party, shipments weighing 5,000 pounds or greater will be transferred to equipment measuring less than twenty eight (28) feet in length (straight truck). An additional charge of \$2.65 per hundred pounds will be assessed in addition to all other applicable freight charges.

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Effective: December 1, 2010 Issued by: Sales & Pricing Development Department, 15 27th Street, Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

Item 998

# VEHICLES FURNISHED FOR DELIVERY

- a) When a shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, freight charges on each standard truck will be assessed at actual weight, but not less than the minimum weight and rate applicable thereto, except that the additional vehicle(s) carrying the excess will be assessed a flat \$325.00 minimum charge per additional vehicle.
- b) This flat \$325.00 minimum charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

Item 999

# USE OF CORPORATE ADDRESS

a) The use of carrier's corporate address on each page in this tariff shall be identified as 15 27<sup>th</sup> Street, Pittsburgh, PA 15222 by reference to this Item 999 effective August 2, 1999.

Item 1002

# REQUEST FOR DOCUMENTATION

When the payor of the freight charges requests any of the following as a prerequisite to payment or requires documentation to be remitted for any other reason, a charge of \$6.00 for each document or copy will apply. This shall include, but shall not be limited to, bill of lading, freight bills, statements, proofs of delivery etc.

The preparation by Pitt Ohio of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges will be subject to a charge of \$.75 per line itemization, listing or description (or portion there) subject to a minimum charge of \$6.00 per page, per copy.

EDI or electronic billing or funds transfer. Each party shall be responsible for the retention of records relating to documents transmitted. No party shall be required to retain electronic files or records of documents transmitted by the other party for any period of time. Request for shipment information retransmissions electronically, via e-mail or via mail (hard copy) will be assessed a per shipment charge of \$3.25 (this includes but is not limited to, bill of lading, freight bills, statements, proofs of delivery, etc.).

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## RULES

#### LOSS AND DAMAGES CLAIMS

1000.1

**ITEM 1000** 

### REQUIREMENT FOR PRESENTATION IN WRITING

#### FORM AND METHOD OF PRESENTATION

- Carrier incorporates by reference the provisions of 49 C. F. R. 1005 as the minimum requirements for presentation and investigation of claims for loss and damage to freight and disposition of salvage. The presentation and handling of claims and salvage are also subject to the terms of the bill of lading (shipper's order) and other provisions of this tariff. See also Item 1000.
- Pitt Ohio Express will not pay administrative costs or fees, or interest charges, regardless of the amount, associated with the processing of loss or damage claims.
- Pitt Ohio Express will not pay labor charges over \$25.00 per hour.
- Tanks, totes, drums, pails and containers of any kind are accepted in apparent good order and with the assumption that the valves, bungs, lids, etc. are sealed and secure. Should these open or become loose during transit, the total loss incurred will be assumed by the shipper.
- In the event Carrier is responsible for the clean up costs involved with a hazardous material incident or a non-hazardous material incident, Shipper agrees to reimburse Carrier for all said costs if Shipper is negligent. Negligence on the part of Shipper will relate to, but will not be limited to, package failure (when tanks, totes, drums, pails and containers of any kind fail in transit) and seal failures (when valves, bungs, lids, etc. are not secured). At the time of pick up, freight is accepted in apparent good order and with the assumption that all packaging (tanks, totes, drums, pails and containers of any kind) and seals (valves, bungs, lids, etc.) are in compliance with the packaging specifications in the current National Motor Freight Classification Guide and the current Department of Transportation Hazardous Material Regulations. In the event negligence remains undetermined or is unclear, even after sufficient facts and documentation have been reviewed by both parties, Shipper and Carrier agree to equally split the clean up costs involved with the hazardous material incident or non-hazardous material incident. Either party shall have 30 days to remit payment for the clean up costs after determination has been made that both parties will be responsible for payment.

#### 1000.2

#### LIABILITY FOR LOSS OR DAMAGE IN TRANSIT

- a) Rates named in carrier's class, mileage, discount, exceptions and commodity tariffs, and contract agreements, are subject to the provisions of this item for liability for loss or damage sustained in transit or the care, custody or control of carrier.
- b) Commodities that are subject to a released valuation or actual value in the governing classification must be so designated on the bills of lading or shipping order at the time of shipment. If the released valuation or actual value is not shown, and the shipment is inadvertently accepted, charges will be assessed on the basis of the classification rating applicable to the lowest released or actual value provided in the classification.
- c) Claims for loss or damage may not be presented for an amount greater than the lowest released valuation named for the commodity in question in the governing classification or the valuation declared on the bill of lading (shipper's order), whichever is lower.
- d) Failure to correctly describe any article shall not alter the provisions of this item.
- e) Where the governing classification provides for rates based upon a released valuation on articles and commodities, carrier's liability shall be limited to the value shown in the governing classification, provided that in no case shall carrier be liable for an amount higher than the actual value of the good shipped at the time tendered for transportation.
- f) In the event of loss or damage to any shipment, carrier's maximum liability for loss or damage shall not exceed \$5.00 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment, and \$250,000 per incident and in no instance shall liability be greater than the actual value of lost or damaged articles less salvage.
- g) In the event of loss or damage to any shipment subject to pricing based on a rate per pallet (example: \$50.00 per pallet), carrier's maximum liability for loss or damage shall not exceed \$2.00 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$20,000 per shipment, and \$50,000 per incident and in no instance shall the liability be greater than the actual value of lost or damaged articles less salvage.
- h) In the event of loss or damage to any shipment interlined with an approved carrier partner destined to or originating from Canada will be subject to a maximum liability of CDN \$2.00 (Two Canadian dollars) per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment, and \$250,000 per incident and no instance shall liability be greater than the actual value of lost or damaged articles less salvage.
- i) Articles tendered with an invoice value exceeding \$5.00 per pound per package will be considered to be of extraordinary value. These articles will not be accepted for transportation unless the shipper requests excess liability coverage.
- j) Articles inadvertently accepted with an invoice value exceeding \$5.00 per pound per package, but without excess coverage, will be considered to have been released by the shipper at \$5.00 per pound per package or the release value published by the National Motor Freight Classification, whichever is lower.
- k) All freight must conform to NMFC standards for packaging and labeling. In the event it is determined that packaging and labeling of freight is not in accordance with NMFC standards and the loss or damage claim resulted from poor labeling or packaging, and such freight is inadvertently accepted by our driver, Pitt Ohio will not be responsible for the loss or damage claim for said shipment.
- Pitt Ohio will consider 1/3 payment on concealed damages if we receive notice of that damage within 48 hours of delivery. Packaging must be retained for investigation and inspection.
- m) When Freight All Kinds (FAK) class or an exceptions class rating is provided in any tariff or contract governed by the provisions of this tariff for a commodity that has available declared or released value provisions in the NMFC to obtain a lower class, the commodities are released to the lowest declared or released value provided in the NMFC regardless of the shipment weight or whether rated truckload, LTL, minimum charge or absolute minimum charge.
- Liability for loss, damage or destruction of property bought over the Internet from companies including but not limited to eBay, Amazon and other, including individuals, which is not new merchandise, will be subject to a maximum liability of \$0.10 per pound where carrier liability is established.
- o) In the event a "Protect from Freezing" or "Heat Track" shipment freezes, Pitt Ohio will pay freezable claims up to \$5.00 per pound.
- p) The failure of the consignee to allow a driver / carrier employee to be physically present at the back of the trailer to verify the piece count and condition of the shipment being received will cause claim(s) filed for loss, shortage, and damage to be denied without recourse.

ITEM 1000

# LOSS AND DAMAGES CLAIMS

1000.3

## ADDITIONAL INSURANCE FOR HIGH VALUE SHIPMENTS

a) Additional coverage insurance for high value shipments exceeding the released value of \$5.00 per pound, per package or article, or shipments originating from or destined to Canada exceeding CDN \$2.00 (Two Canadian dollars) per pound, per package or article, the following charges will apply:

• Pitt Ohio Express will assess the additional charges shown below per each \$100.00 in excess of the initial maximum liability (\$5.00 or CDN \$2.00 per pound), subject to a minimum charge of \$25.00. Such charge is in addition to the lawful freight charges otherwise accruing to the shipment. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charge. No discount will apply to this charge. The shipper must indicate in writing on the Bill of Lading and Shipping Order at time of shipment the total dollar amount of excess coverage requested (See Example).

EXAMPLE: Customers requesting \$10,000 coverage would enter on the bill of lading as follows:

INSURANCE REQUESTED IN THE AMOUNT OF \$10,000. QUOTE # \_\_\_\_\_.

When the Class as provided in the NMFC is:	The additional insurance premium per \$100.00 will apply:
Class 50 or 55	\$1.00 per \$100.00
Class 60 or 65	\$1.50 per \$100.00
Class 70, 77.5 or 85	\$2.00 per \$100.00
Class 92.5, 100 or 110	\$2.50 per \$100.00
Class 125 or 150	\$3.00 per \$100.00
Class 175 or 200	\$3.50 per \$100.00
Class 250, 300, 400 or 500	\$4.00 per \$100.00

- b) The term package used in this item means any primary shipping package authorized by the provisions of individual publications or classification items. When a number of packages have been unitized, strapped or fastened together on pallets, platforms skids or have been over-packed in additional complying packages, Pitt Ohio's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" \$5.00 and not on the basis of the weight of the total number of packages.
- c) Articles tendered with an invoice value stated on the bill of lading at time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMFC 100 (and successive issues and revisions thereto) classification will not qualify for excess liability coverage.
- d) Additional coverage cannot be applied to any commodity listed in the NMFC with a capped or closed end value that specifically limits the maximum value available. Examples of this are: data processing machines NMFC item 116030 and semi conductors NMFC item 63025.
- e) Pitt Ohio reserves the right to review and apply an additional surcharge for shipments on a case by case basis when such shipments are considered to be of extraordinary value. The additional surcharge will be in addition to the cost for additional insurance and all other charges incurred on the bill for services rendered, including but not limited to assessorial charges and fuel surcharges.

Effective: February 26, 2008

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# Pitt Ohio Express, Inc. RULES LOSS AND DAMAGES CLAIMS

### 1000.4

# UNCRATED MERCHANDISE

- Class rates, exceptions rates, commodity rates (including rates on property, N.O.I., or Freight All Kinds), and rate discount or allowance provisions named in carrier's tariffs apply only in conjunction with shipments which are properly prepared for shipment, including all requirements of the governing classification. Where any article is tendered for shipment uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, such article is accepted subject to the released valuation provisions of this Item, and the rate shall be determined as 300 percent (300%) of the Class 100 rate or minimum charge named from the same origin and destination. The rate shall not be subject to any percentage discount or allowance provision.
- In connection with articles named above which are accepted for shipment, rates are subject to consignor's release of said articles to a value not exceeding \$0.10 cents per pound, subject to a maximum value of \$15.00 per shipment. Carrier's liability for loss or damage shall be limited to an amount not exceeding the released valuation named in this paragraph and in no instance greater than the actual value of the article.
- Any consignor or other responsible party desiring to tender an article, including refused or returned shipments, which is uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, shall enter on the bill of lading (shipper's order) a released valuation as provided for in paragraph (b) but in no instance a valuation greater than the actual value. Carrier may issue a corrected bill of lading at any time in the event consignor or other responsible party fails to comply with the requirements of this Item. The corrected bill of lading shall govern the transportation services provided as if it had originally been issued at the time the article was tendered.
- Uncrated, unboxed, unwrapped, unpalletized articles, and articles otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, which are not tendered pursuant to the released valuation provisions named in this Item, are accepted for transportation at owner's risk for loss or damage attributable to the absence of protection.

#### 1000.5 LIMITED LIABILITY FOR USED, REPAIRED, RECONDITIONED EQUIPMENT OR MACHINERY

- a) Shipments of the following commodities that are used, repaired or reconditioned, etc. will be accepted for transportation only when the consignor releases the shipment subject to a value not exceeding \$.50 per pound:
  - NMFC Items 17800 through 20140 (Automobile Parts)
  - NMFC Items 60500 through 73540 (Electrical Equipment or Parts)
  - NMFC Items 114000 through 133475 (Machinery or Parts)
- b) The released value must be entered on the shipping order or bill of lading as follows: "The agreed or declared value of the properly is hereby specifically stated by the shipper to be not exceeding \$.50 per pound."
- c) If the consignor declines or fails to declare the value or agree to a released value, the shipment may not be accepted. If inadvertently accepted, the shipment will be considered as being released to a value of \$.50 per pound.

1000.6

# FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

a) Pitt Ohio is not obligated to receive freight liable to damage other freight or our equipment. Such freight may be accepted and receipted as "subject to delay for suitable equipment" or may be refused for lack of suitable equipment.

### 1000.7

## LIMITATION OF LIABILITY FOR SPECIFIED COMMODITIES (JOINT-LINE TRAFFIC ONLY)

- a) Cigarettes: Pitt Ohio's limitation of liability for cigarettes will be \$20.00 per thousand lost or damaged cigarettes with a maximum of \$250,000.00 per single trailer unit (consisting of a single shipment or multiple shipments) per occurrence.
- b) Carpets, Carpeting or Remnants: Commodities described in Note A below will be released to a property value not exceeding one-third (1/3) of the full value of the property when a concealed damage claim is received by Carrier. Maximum full value Carrier liability will not exceed \$23.00 per square yard. Number of square yards must be shown on the bill of lading at the time of pick up. If not shown on the bill of lading; vinyl and carpet weight divided by 4.5 (lbs per square yard), carpet samples weight divided by 4 (lbs. per square yard). NOTE A: NMFC Item 70600, 70660, 70670, 70682, 70700, 70915
- c) Incandescent, fluorescent or any other type of lighting tube or bulb: Shipments of incandescent, fluorescent or any other type of lighting tube or bulb will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding \$0.10 per pound.

Page 38

### **ITEM 1000**

1000.9

# LOSS AND DAMAGES CLAIMS

RESTRICTED COMMODITIES

The following will not be transported by Carrier:

- 1. All shipments tendered to carrier with improper, inadequate, or insufficient packaging.
- 2. All shipments containing articles which because of their bulk, length, width, or height cannot, in carrier's judgment, be safely stowed within a trailer or container.
- 3. All shipments which contain articles requiring protection from heat and cold, unless service is provided subject to the terms of Item 810.
- 4. All shipments which contain articles liable to impregnate or otherwise damage equipment or other freight.
- 5. All shipments which contain, in whole or in part, articles prohibited by law.
- 6. All shipments which contain, in carrier's judgment, items of unusual or extraordinary value.
- 7. Automobiles.
- 8. Bullion.
- 9. Carbon Black.
- 10. Clams, crabs, lobsters, oysters, and shrimp.
- 11. Fish, except smoked or canned.
- 12. Flora and fauna.
- 13. Furs.
- 14. Hides, green or wet.
- 15. Jewelry, watches, etc.
- 16. Money or notes.
- 17. Platinum, gold, silver, and other precious metals.
- 18. Precious stones, cut or uncut.
- 19. Securities, stamps, stock certificates, letters, and other valuable papers.
- 20. Statues, paintings and other works of art.
- 21. Watches.
- 22. Poison Gas (Division 2.3)
- 23. Hazardous Waste.
- 24. PCB's (Polyclorinated Byphenyls).
- 25. Firearms (Assembled or in parts).
- 26. Any quantity of Radioactive Materials (Class 7).
- 27. Poison Infectious Substances (Division 6.2).
- 28. Explosives (Division 1.1, 1.2, and 1.3).
- 29. Cardboard/Fiberboard Totes with plastic bladders (for transporting liquids).
- 30. Granite, Marble or Stone in dimensions greater than 12"x12"x2" tiles.
- 31. Standardized Test Results.
- 32. Freight with a propensity to damage other freight or carrier equipment.
- 33. Nitrocellulose

In the event the carrier unknowingly accepts cargo named in this item due to misdescription of the restricted commodity or commodities, Carrier shall hold the shipper(s) solely responsible and liable for any penalties and/or damages resulting from transportation of the restricted cargo.

Effective: December 8, 2008 Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

Item 1003 ARBITRARY FEES FOR SHIPMENTS CONSIGNED TO MARTHA'S VINEYARD, NANTUCKET and SHELTER ISLAND

a) Shipments consigned to Martha's Vineyard or Nantucket will be rated to the final destination zip code, subject to the additional arbitrary charges outlined below.

b) Shipments consigned to Shelter Island, NY will be rated to zip codes 11964, 11965, subject to the additional arbitrary charges outlined below.

c) Arbitrary charges are not subject to any discount or price reductions.

Arbitrary Charges for shipments to: Martha's Vineyard, Nantucket and Shelter Island

(continued on next page)

Ferry Cha Martha's Vineya	ard, Natucket	Land A	W ENGLA		5	
and Shelte	er Island	Effectives	July 20th 0	01.0		
			<i>July 30th, 20</i> / Item 100	112		
Ferry Point	Class	Minimum Charge	1-499#	500-1999#	2000-5999#	6000-12000
	50-65	\$82.79	\$45.88	\$36.23	\$27.52	\$20.02
	70-77.5	\$82.79	\$54.38	\$40.93	\$34.92	\$19.91
	85	\$82.79	\$61.76	\$44.18	\$39.67	\$33.83
02573/02568	92.5	\$82.79	\$75.55	\$53.75	\$50.78	\$33.83
C	100	\$82.79	\$103.04	\$74.62	\$53.64	\$33.83
	150	\$82.79	\$154.56	\$111.93	\$80.47	\$50.75
	200	\$82.79	\$231.84	\$167.89	\$120.69	\$76.13
	50-65	\$82.79	\$46.64	\$36.87	\$28.06	\$20.33
	70-77.5	\$82.79	\$55.50	\$41.57	\$35.59	\$21.88
	85	\$82.79	\$62.93	\$44.80	\$40.18	\$34.70
02557 / 02575	92.5	\$82.79	\$77.34	\$54.72	\$51.54	\$34.70
	100	\$82.79	\$105.36	\$76.08	\$54.58	\$34.70
C	150	\$82.79	\$158.04	\$114.12	\$81.87	\$52.06
	200	\$82.79	\$237.05	\$171.18	\$122.80	\$78.08
	50-65	\$82.79	\$47.36	\$37.43	\$28.21	\$20.58
	70-77.5	\$82.79	\$54.64	\$42.18	\$36.17	\$22.37
	85	\$82.79	\$63.96	\$45.37	\$40.70	\$35.38
02539	92.5	\$82.79	\$79.09	\$55.81	\$52.53	\$35.38
	100	\$82.79	\$107.57	\$77.47	\$55.69	\$35.38
	150	\$82.79	\$161.36	\$116.22	\$83.54	\$53.06
	200	\$82.79	\$242.04	\$174.32	\$125.31	\$79.60
	50-65	\$82.79	\$47.77	\$37.61	\$28.78	\$20.73
	70-77.5	\$82.79	\$56.88	\$42.48	\$36.41	\$22.59
	85	\$82.79	\$64.52	\$45.75	\$41.33	\$35.61
02535	92.5	\$82.79	\$79.71	\$56.25	\$52.83	\$35.61
	100	\$82.79	\$108.69	\$78.20	\$56.17	\$35.61
	150	\$82.79	\$163.04	\$117.30	\$84.27	\$53.41
	200	\$82.79	\$244.56	\$175.94	\$126.38	\$80.12
	50-65	\$82.79	\$48.53	\$38.09	\$29.24	\$21.14
	70-77.5	\$82.79	\$57.90	\$42.85	\$37.01	\$23.64
	85	\$82.79	\$65.61	\$46.32	\$41.87	\$39.11
02552	92.5	\$82.79	\$81.40	\$57.26	\$48.77	\$42.40
C	100	\$82.79	\$111.09	\$78.97	\$57.16	\$42.40
	150	\$82.79	\$166.64	\$118.46	\$85.74	\$63.60
	200	\$82.79	\$249.97	\$177.69	\$128.60	\$95.39
	50-65	\$92.56	\$52.83	\$42.77	\$34.22	\$26.09
	70-77.5	\$92.56	\$62.23	\$47.38	\$41.88	\$28.54
	85	\$92.56	\$69.00	\$50.09	\$48.51	\$42.94
02554 / 02584	92.5	\$92.56	\$82.74	\$60.28	\$57.93	\$46.23
	100	\$92.56	\$115.24	\$84.82	\$63.93	\$46.23
	150	\$92.56	\$172.85	\$127.24	\$95.90	\$69.34
	200	\$92.56	\$259.29	\$190.85	\$143.84	\$104.01
	50-65	\$99.08	\$54.07	\$43.28	\$34.95	\$27.52
	70-77.5	\$99.08	\$62.62	\$48.00	\$42.56	\$29.85
	85	\$99.08	\$69.82	\$51.01	\$48.95	\$42.02
02564	92.5	\$99.08	\$84.02	\$60.97	\$58.36	\$48.61
	100	\$99.08	\$115.94	\$85.63	\$66.68	\$48.61
	150	\$99.08	\$168.12	\$124.16	\$96.68	\$70.49
F	200	\$99.08	\$252.17	\$186.25	\$145.02	\$105.72

Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

## Item 1004 ARBITRARY FEES FOR NEW YORK METROPOLITAN AREA

 a) Shipments originating from or consigned to zip code prefixes 100-102, are subject to an additional charge of \$2.55 per cwt (100 pounds), subject to a \$36.10 minimum charge. Arbitrary charges are not subject to any discount or price reductions.

# Item 1005 ARBITRARY FEES FOR FLORIDA KEYS AND TEXAS

- Shipments consigned to zip codes 33001, 33036, 33037, 33040, 33041, 33042, 33043, 33045, 33050, 33051, 33052 and 33070 in the Florida Keys are subject to an additional charge of \$53.00 per shipment.
- Shipments originating from or consigned to zip codes 76950, 79734, 79830, 79832, 79842, 79845, 79848, 79852, 79831, 79834, 79843, 79846, 79850 and 79854 in Texas are subject to an additional charge of \$5.30 cwt (100 pounds), subject to a minimum charge of \$26.50 per shipment and a maximum charge of \$500.00 per shipment.

Note: Arbitrary charges are not subject to any discount or price reductions.

Effective: December 1, 2010 Issued by: Sales & Pricing Development Department, 15 27th Street , Pittsburgh, PA 15222 For explanation of abbreviations, see Page 3.

# Item 1006 **Presentation of Freight Invoice – Freight Bill**

Pitt Ohio Express, Inc.'s standard form of freight invoice – freight bill presentation is electronic invoicing including, EDI, electronic billing, electronic transfer of funds, email notification with a link to the applicable website, and electronic facsimile (fax).

When debtor requires presentation of paper invoices – freight bills, an additional administrative charge of \$1.10 per invoice – freight bill will apply

# Item 1007 Arbitrary Fees for Remote or Flowing Points

Shipments destined to the following remote points or points where final delivery is over water are subject to additional charges as outlined below:

- Arbitrary charges to island points (98243, 98245, 98250, 98261, 98262, 98279, 98280, 98286, 98281):
   \$30.00 cwt, subject to a minimum charge of \$130.00.
- Arbitrary charges to remote points (zips outlined below): Flat \$95.00 charge

Note: Arbitrary charges are not subject to any discount or price reductions.

(continued on next page)

Item 1007 (continued)

# **Arbitrary Fees for Remote or Flowing Points**

<u>City</u>	<u>St</u>	Zip Code	<u>City</u>	<u>St</u>	Zip Code	
AVERY	ID	83802	GLIDE	OR	97443	
CALDER	ID	83808	GOVERNMENT CAMP	OR	97028	1
ADAMS	OR	97810	GRASS VALLEY	OR	97029	ſ
ALSEA	OR	97324	HAINES	OR	97833	Ţ
ANTELOPE	OR	97001	HALFWAY	OR	97834	ſ
ARLINGTON	OR	97812	HARPER	OR	97906	ſ
AROCK	OR	97902	HELIX	OR	97835	ſ
ASHWOOD	OR	97711	HEPPNER	OR	97836	ſ
ATHENA	OR	97813	HEREFORD	OR	97837	ſ
BATES	OR	97817	HINES	OR	97738	ſ
BLACHLY	OR	97412	HUNTINGTON	OR	97907	ſ
BLODGETT	OR	97326	IDANHA	OR	97350	ſ
BLUE RIVER	OR	97413	IDLEYLD PARK	OR	97447	ſ
BRIDGEPORT	OR	97819	IMBLER	OR	97841	ſ
BRIGHTWOOD	OR	97011	IMNAHA	OR	97842	ſ
BROGAN	OR	97903	IONE	OR	97843	1
BROTHERS	OR	97712	IRONSIDE	OR	97908	1
BURNS	OR	97720	JAMIESON	OR	97909	1
CANYON CITY	OR	97820	JOHN DAY	OR	97845	1
CASCADIA	OR	97329	JORDAN VALLEY	OR	97910	ſ
CAYUSE	OR	97821	JOSEPH	OR	97846	ſ
CHEMULT	OR	97731	JUNTURA	OR	97911	ſ
CHRISTMAS VALLEY	OR	97641	KENO	OR	97627	1
COLTON	OR	97017	KENT	OR	97033	1
CONDON	OR	97823	KIMBERLY	OR	97848	
COVE	OR	97824	LAWEN	OR	97740	
CRANE	OR	97732	LEXINGTON	OR	97839	
CRESCENT	OR	97733	LOGSDEN	OR	97357	
CRESCENT LAKE	OR	97425	LONG CREEK	OR	97856	
CULP CREEK	OR	97427	LORANE	OR	97451	
DAYVILLE	OR	97825	LOSTINE	OR	97857	
DEADWOOD	OR	97430	LYONS	OR	97358	
DETROIT	OR	97342	MANNING	OR	97125	
DIAMOND	OR	97722	MAUPIN	OR	97037	
DORENA	OR	97434	MEHAMA	OR	97384	
DREWSEY	OR	97904	MIKKALO	OR	97861	
DUFUR	OR	97021	MILL CITY	OR	97360	
DURKEE	OR	97905	MITCHELL	OR	97750	
ELGIN	OR	97827	MONUMENT	OR	97864	
ELKTON	OR	97436	MOUNT HOOD-PARK	OR	97041	
ENTERPRISE	OR	97828	MOUNT VERNON	OR	97865	
FALLS CITY	OR	97344	OAKRIDGE	OR	97463	
FIELDS	OR	97710	OXBOW	OR	97840	
FORT ROCK	OR	97735		ΩÞ	07626	D' OL - Emmana In
FOSSIL	OR	97830	<b>РІТ</b> Д 100-Е			Pitt Ohio Express, In
FOX	OR	97831			· • •	RULES
FRENCHGLEN	OR	97736	Item 1007 (cont)		Arbitr	cary Fees for Remote or Fl
GATES	OR	97346				
GILCHRIST	OR	97737	PRAIRIE CITY (Continued on next page)	OR	97869	
			(continued on next page,			

<u>City</u>	<u>St</u>	Zip Code
PRINCETON	OR	97721
REMOTE	OR	97468
RHODODENDRON	OR	97049
RICHLAND	OR	97870
RILEY	OR	97758
RIVERSIDE	OR	97917
RUFUS	OR	97050
SCIO	OR	97374
SENECA	OR	97873
SHANIKO	OR	97057
SILVER LAKE	OR	97638
SPRAY	OR	97874
SUMMER LAKE	OR	97640
SUMMERVILLE	OR	97876
SUMPTER	OR	97877
TILLER	OR	97484
TYGH VALLEY	OR	97063
UKIAH	OR	97880
UNITY	OR	97884
VIDA	OR	97488
WALLOWA	OR	97885
WALTERVILLE	OR	97489
WALTON	OR	97490
WALTON	OK	97490
WELCHES	OR	97067
WESTFIR	OR	97492
WESTON	OR	97886
ALLYN	WA	98524
AMBOY	WA	98601
APPLEGATE	WA	98845
APPLETON	WA	98602
ARDENVOIR	WA	98811
ARIEL	WA	98603
BICKLETON	WA	99322
BURTON	WA	98013
COUGAR	WA	98616
GLENWOOD	WA	98619
GOOSE PRAIRIE	WA	98929
GRAPEVIEW	WA	98546
HEISSON	WA	98622
HUSUM	WA	98623
KLICKITAT	WA	98628
LAKEBAY	WA	98349
LONGBRANCH	WA	98351
LYLE	WA	98635
PATERSON	WA	99345
PLYMOUTH	WA	99346
ROOSEVELT	WA	99356
RYDERWOOD	WA	98581
STEHEKIN	WA	98852 – NO SERVIC
	WA	98588
IAHUYA		-
TAHUYA TOUTLE	WA	98649
TOUTLE VASHON	WA WA	98649 98070

<u>City</u>	<u>St</u>
WISHRAM	WA
YACOLT	WA

	Zip Code
A	98673
A	98675

## **PITD 100-E**

Item 1008

## Pitt Ohio Express, Inc.

## RULES

NON ALTERNATION OF PRICING

Charges based on unit/ pallet/ skid/ piece and or handling unit, as published by tariff or contract made subject to this publication for Shipper, Consignee, or third party, will not alternate with the Less-Than-Truckload rate less discount whether or not the total charges are higher or lower than the Less-Than-Truckload price.

#### Item 1009

## PICKUP OR DELIVERY SERVICE – NORTH DAKOTA

Freight originating from or destined to points in North Dakota, which includes all postal zip codes with a 3-digit prefix of 586, 587 and 588, shall be subject to an arbitrary charge of \$3.50 per cwt, subject to a \$35.00 minimum charge and \$100.00 maximum charge. This change shall be shown as a separate line item on the bill and will be in addition to all other lawful charges for the shipment.

### Item 1010

#### PICKUP AND DELIVERY SERVICE – POINTS IN MONTANA

When the carrier or its agent performs Pickup or Delivery Service at the following points in Montana, the shipment will be subject to an additional pickup or delivery charge of \$1.85 per cwt, subject to a \$100.00 Minimum Charge and a \$250.00 Maximum Charge, which shall be in addition to all other applicable charges. Montana Zips: 59002, 59015, 59018, 59027, 59046, 59420, 59436, 59640, 59925, 59725, 59739, 59928, 59012, 59053, 59055, 59057, 59062, 59067, 59074, 59085, 59086, 59087, 59214, 59219, 59225, 59240, 59244, 59274, 59301, 59311, 59318, 59336, 59337, 59338, 59339, 59353, 59419, 59432, 59434, 59441, 59444, 59446, 59447, 59450, 59451, 59461, 59463, 59465, 59469, 59479, 59489, 59527, 59529, 59537

#### Item 1011

#### PICK UP AND DELIVERY SERVICE - POINTS IN CA AND NV

When the carrier or its agent performs Pickup or Delivery Service at the following points in California or Nevada, the shipment will be subject to an additional pickup or delivery charge of \$4.00 per cwt, subject to a \$100.00 Minimum Charge, which shall be in addition to all other applicable charges.

#### Zip Codes for California

90263	91987	92325	93240	93526	93603	95317	95651	9572	8 95956	5 96071	96112
90264	92004	92328	93249	93527	93628	95321	95656	9573	5 95960	96074	96113
90265	92036	92332	93251	93528	93641	95325	95664	9591	0 95962	2 96076	
90704	92060	92356	93252	93529	93642	95329	95672	9591	4 95972	2 96085	
91023	92061	92364	93255	93530	93645	95347	95675	9591	5 95975	5 96115	
91759	92065	92366	93260	93541	93920	95369	95679	9591			
91901	92066	92384	93265	93542	94021	95589	95680	9591	9 95979	9 96119	
91903	92070	92389	93283	93544	95041	95613	95684	9592	2 95980	96120	
91905	92082	92536	93285	93545	95043	95614	95699	9592	5 95983	1 96123	
91906	92086	92539	93287	93546	95044	95629	95701	9593	0 95983	96125	
91916	92239	92561	93512	93549	95140	95631	95703	9593	5 95984	4 96128	
91917	92242	93205	93513	93554	95248	95633	95712	9593	6 95986	5 96132	
91931	92266	93207	93515	93555	95250	95634	95715	9593	9 96029	9 96133	
91935	92268	93208	93516	93556	95257	95635	95717	9594	0 9603:	1 96134	
91948	92280	93222	93517	93558	95305	95636	95720	9594			
91962	92304	93224	93518	93562	95311	95637	95721	9594	2 96046	5 96105	
91963	92309	93226	93519	93592	95312	95644	95724	9594	4 96050	96107	
91980	92323	93238	93522	93596	95314	95646	95726	9595	4 96068	96110	
Zip Co	des for Nevad	а									
8900		89028	89041	89048	89314	89415	89424	89447	89833		
89003	89020	89029	89042	89049	89404	89418	89425	89824			
89008	8 89021	89034	89043	89060	89405	89419	89426	89825			
89010	89022	89037	89045	89061	89409	89420	89427	89826			
89013	89023	89039	89046	89067	89411	89421	89430	89830			
89017	7 89025	89040	89047	89310	89412	89422	89444	89832			
									Effective:	April 26, 2	013

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#### Item 1011

### PICK UP AND DELIVERY SERVICE – POINTS IN CA AND NV (continued)

When the carrier or its agent performs Pickup or Delivery Service at the following points in Nevada, the shipment will be subject to an additional pickup or delivery charge, which shall be in addition to all other applicable charges, as follows:

Following zip codes will receive a flat charge of \$60.00: 89822, 89821, 89414, 89319, 89438 Following zip codes will receive a flat charge of \$100.00: 89301, 89311, 89315, 89833, 89834

### Item 1012 PICK UP AND DELIVERY SERVICE – POINTS IN AZ

When the carrier or its agent performs Pickup or Delivery Service at the following points in Arizona, the shipment will be subject to an additional pickup or delivery charge, which shall be in addition to all other applicable charges, as follows:

#### Following zip codes will receive a flat charge of \$25.00.

85349	85364	85365	85366	85367	85368	85369	86401	86402	86403			
86404	86405	86406	86409	86411	86412	86437	86445	86442				
Following zip codes will receive a flat charge of \$50.00.												
85321	85328	85341	85362	85364	85541	85553	85554	85609	85619	85639	85901	
85911	85920	85922	85924	85930	85932	85936	85939	85941	85942	86016	86018	
86020	86023	86024	86028	86030	86031	86033	86034	86035	86036	86039	86042	
86043	86044	86045	86046	86047	86053	86054	86321	86331	86332	86335	86342	
86431	86434	86441	86502	86503	86504	86505	86506	86507	86508	86510	86511	
86512	86514	86515	86520	86535	86538	86540	86544	86545	86547	86556		

#### Item 1013 PICK UP AND DELIVERY SERVICE – POINTS IN UT

When the carrier or its agent performs Pickup or Delivery Service at the following points in Utah, the shipment will be subject to an additional pickup or delivery charge, which shall be in addition to all other applicable charges, as follows:

#### Following zip codes will receive a flat charge \$35.00.

84710	84762										
Following zip codes will receive a flat charge of \$100.00.											
84028	84038	84064	84086	84510	84512	84531	84534	84536			
Following zip codes will receive a flat charge of \$150.00.											
84533	84741										

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