



LIQUIDS

TRANSPORTATION TARIFF

SCHEDULE OF CHARGES



US DOT: 328103

MC: 199485

SCAC: FCHG



US DOT: 239562

MC: 170992

SCAC: HLTG



US DOT: 104092

MC: 145395

SCAC: LUKY

These provisions apply in conjunction with the linehaul charges in the published rate schedules and contracts between all points in the continental United States, Mexico, and Canada.

EFFECTIVE: May 1, 2021

This Liquids Transportation Tariff is applicable to the liquid divisions in the A&R Logistics, Inc. family of companies, First Choice Logistics, Inc. and L.T. Harnett Trucking, Inc., A&Rs hereinafter referred to collectively as "A&R" throughout this Liquids Transportation Tariff.

The A&R Liquids Transportation Tariff/Terms and Conditions of Service ("Terms") are effective on the date set forth above and are subject to change without prior notice. The Terms are published periodically in printed form, distributed in electronic form, posted electronically on the A&R website (www.ardoingitright.com) and are made available any time upon request.

The most current and controlling version of the Terms are published at <https://ardoingitright.com/services/liquid-transportation/> and is available at all A&R terminals.

In tendering a shipment for service, the shipper agrees that the version of the Terms in effect at the time of shipping will apply to the shipment and its transportation. The Terms apply to all A&R Liquids Transportation services.

Rates, Charges, and Payment Terms:

- A. Shipper shall pay A&R, within fifteen (15) days of the shipment date shown on the invoice, the amounts calculated in accordance with the schedule of rates and charges attached hereto as Schedule A, including any written supplements thereto, and as otherwise set forth in these Terms. No offsets may be taken against invoiced charges. A&R shall apply Shipper's payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. A&R may assess a service charge of 1 ½ % per month (or the highest lawful rate, if less) for any delayed payments.
- B. On billings to third parties, Shipper, as the contracting party with A&R, will be responsible for all freight and related charges for transportation under these Terms. As an accommodation to Shipper, A&R shall bill a third party upon notice on the freight documentation the Parties utilize, but Shipper agrees to guarantee payment and stand as primary debtor. A&R shall: (i) advise Shipper if third party payment is not made within fifteen (15) days of billing; (ii) assign to Shipper any rights A&R may have to collect freight charges from the third party; and (iii) cooperate with Shipper in any collection proceeding instituted by Shipper, with the understanding that A&R will be reimbursed reasonable expenses of so doing. Shipper will pay the third-party freight bill within fifteen (15) days of the assignment provided above.
- C. If Shipper does not pay the invoiced amounts, A&R must commence civil action or final and binding arbitration proceedings to recover such invoiced amounts within eighteen (18) months of delivery or tender of delivery of the shipments involved. If A&R alleges undercharges, or Shipper alleges overcharges, duplicate payment, or overcollection, notice of such claims or unidentified payments must be given within 180 days of receipt of the invoice and a civil action or arbitration proceeding must be filed within eighteen (18) months of delivery or tender of delivery of the shipments involved. The processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims shall be governed by present federal regulations codified at 49 C.F.R. Part 378.
- D. These Terms supersede any terms on the shipper's tender or on shipper provided bill of lading.

Freight Documentation:

These Terms shall prevail over those appearing on that form or any other form(s) used by the parties for the delivery of freight. Any form(s) used by the parties shall only be used for the purpose of documenting the pick-up and delivery of freight. Either party, at its option, may supply any document required by or referenced in these Terms in either paper or electronic form (including, but not limited to, an electronically imaged, faxed, photocopied, or online posted version), and any such version shall be sufficient for all purposes under these Terms. Unless specifically agreed to by the parties, any joint movement involving another transportation entity to or from a point outside the U.S. shall not be considered as moving on a "through" bill of lading. A&R may subcontract, broker, interline, or use "substituted services" by rail or motor A&R without the specific approval of Shipper.

Insurance:

A&R shall maintain during the term of this Service Guide (a) workers' compensation insurance on all employees, as required by applicable state law, (b) automobile and property damage liability insurance with limits of liability of not less than \$5,000,000 per occurrence, (c) cargo legal liability insurance to cover damage to or loss of cargo with a maximum of \$100,000 per occurrence, and (d) general liability insurance with limits of liability of not less than \$500,000 per occurrence. The required insurance shall cover the entire geographic scope in which the A&R will operate under these Terms. Upon request, A&R will furnish Shipper with a certificate of insurance evidencing such insurance. A&R will request that its insurance company provide advanced written notice to Shipper prior to cancellation of such insurance. Neither party waives any right to subrogation it or its insurers may have arising out of service provided pursuant to these Terms. Notwithstanding the foregoing, if A&R meets all applicable federal requirements, A&R may self-insure. Upon request, A&R shall furnish Shipper with proof of self-insurance.

Refused Shipment - Warehouseman Liability:

If the consignee refuses the lading tendered by A&R or if A&R is unable to deliver the lading because of fault or mistake of Shipper or the consignee, or if Shipper advises and instructs A&R to stop movement of the lading and to hold it in transit, A&R's liability thereafter immediately shall be that of a warehouseman. The procedures which A&R agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. A&R shall (a) attempt to give Shipper notice as soon as possible if the foregoing occurs, (b) place the lading in public storage, if available, unless A&R receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (c) if disposition instructions are not given by Shipper within ten (10) days of A&R's initial notification to Shipper, A&R may offer the lading for public sale. In the case of perishable lading, A&R may dispose of the lading at a time and in a manner A&R deems appropriate. Shipper will be responsible for storage costs and reasonable costs A&R incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs A&R incurs as a warehouseman, A&R shall remit the balance to Shipper. If Shipper gives A&R timely disposition instructions, A&R shall use any commercially reasonable steps to abide with such instructions. Shipper will pay A&R's costs and any additional transportation costs A&R incurs in doing so.

Cargo Liability:

- A. A&R shall be liable to Shipper for loss or damage to lading occurring while it is in A&R's possession, except to the extent such loss or damage is caused by an act of God or a public enemy, a public authority, an act of Shipper, or the inherent vice or nature of the lading. A&R's possession of lading under these Terms shall begin when A&R has executed the freight documentation form for such lading and shall terminate upon the lading being tendered for delivery to Shipper's consignee.
- B. A&R's default level of cargo liability is capped at a maximum of \$100,000 per occurrence. Higher levels of A&R liability are available upon request by requesting additional levels of A&R liability at least 24 hours prior to shipment, receiving a quote from A&R, and accepting the higher transportation charges quoted for the higher level of A&R liability. Shipper's notations on the bill of lading regarding A&R liability or cargo value shall not increase A&R's default level of A&R liability unless shipper has contacted A&R, requested and received a quote for higher levels of A&R liability, and agreed to pay the higher transportation charge quoted.
- C. Claims for loss or damage to lading must be filed in writing by Shipper within nine (9) months from date of delivery, or scheduled date of delivery for lost lading, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery, and a civil suit or arbitration proceeding shall be commenced by Shipper within two (2) years from the date A&R gives Shipper written notice A&R is disallowing the claim or any part of it. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370.
- D. The measure of damages for loss of or physical damage to the cargo shall be the replacement cost of the lading. A&R also shall be liable for the reasonable costs of the Shipper to mitigate its damages.
- E. In no event shall A&R be liable to Shipper or any third party for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Shipper has informed A&R in written or electronic form, prior

to or when tendering a shipment or series of shipments to A&R, of the potential nature and type of such damages, and A&R specifically agrees in written or electronic form to accept responsibility for such damages. In no event shall A&R be liable to SHIPPER OR ANY THIRD PARTY FOR PUNITIVE OR EXEMPLARY DAMAGES THAT RELATE TO LOSS, DAMAGE OR DELAY TO A SHIPMENT.

Sealed Shipment:

If Shipper loads and seals the lading in or on the trailer and A&R does not have the opportunity to count the lading being loaded and the seal is intact upon delivery, A&R shall be absolved from any liability for shortages or any damage to the lading except when proximately caused by independent action of A&R. Such absolution of liability will also occur if (i) the seal is broken at the direction and under the supervision of an agent of a body politic, or (ii) trailers are preloaded and confirmation of the adequacy of loading or count of such trailer is not practical by a representative of A&R. A&R agrees that if a seal is broken and an inspection made by an agent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the lading. These steps will include requesting that the body politic reseal the trailer and/or make appropriate notation on the freight documentation form. A&R may break the seal on a trailer if, upon A&R's determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the lading or A&R's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. Shipper's consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken.

Salvage:

Shipper will have the right reasonably to determine to repair, repackage, salvage, or scrap damaged lading. If Shipper elects to salvage lading, Shipper shall notify A&R to return the lading to Shipper or allow A&R to dispose of the lading. If salvage is sought, at least two independent bids shall be obtained, and the highest bid accepted. Any monies received in salvage, whether accomplished by A&R or Shipper, will be credited, if applicable, against any amount A&R may otherwise be responsible for in terms of the damages. Shipper may condition salvage upon the removal of all identifying marks or labels or the lading being permanently marked as "damaged" or with a similar notation. If A&R is retained by Shipper to return the damaged lading for repair, salvage, or scrapping, Shipper agrees to pay A&R freight charges otherwise provided in this Service Guide, or at a negotiated rate to be reduced to writing, without prejudice to recovery of such freight charges as damages. Damaged lading will not be scrapped unless repair and/or salvage is not feasible. If A&R salvages the lading, A&R may bill a reasonable charge for doing so against salvage receipts.

Indemnification:

- A. Shipper agrees to indemnify, defend and hold harmless A&R, its employees, agents, representatives, successors and assigns from and against any and all judgments, costs, damages, claims, causes of action and expenses (including attorney's fees) resulting from or arising out of any injuries to persons (including death) and damage to property to the extent caused by the negligent acts or omissions of Shipper, its employees, agents, servants or representatives.
- B. A&R agrees to indemnify, defend and hold harmless Shipper, its employees, agents, representatives, successors and assigns from and against any and all judgments, costs, damages, claims, causes of action and expenses (including attorney's fees) resulting from or arising out of any injuries to persons (including death) and damage to property to the extent caused by the negligent acts or omissions of A&R, its employees, agents, servants or representatives.
- C. In the event such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) are caused by the joint and concurrent negligence of the parties, or the parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) shall be borne by each party in proportion to its degree of fault.
- D. EXCEPT FOR CLAIMS FOR PHYSICAL INJURIES TO PERSONS AND DAMAGES TO PHYSICAL PROPERTY AS PROVIDED ABOVE, NEITHER PARTY WILL BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS), OR (3) LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THESE TERMS; BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS

Hazardous Materials:

Shipper shall identify any loads that contain Hazardous Materials, as defined in the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq., as amended, and the regulations of the U.S. Department of Transportation made thereunder, at least 24 hours in advance of tendering to A&R. Not less than 12 hours prior to the scheduled pick-up time, A&R shall either: (i) decline such load, or (ii) accept such load on terms and conditions identified by A&R in such acceptance, which terms may include market rates and the pass through of any associated costs to Shipper. If A&R accepts such load, A&R represents and warrants that it is fully qualified and authorized to transport Hazardous Materials in the United States. A&R and Shipper certify that they are familiar with U.S. laws and regulations applicable to transportation of Hazardous Materials and that they will comply with all such laws and regulations. A&R further certifies that its employees, including drivers, have been trained and instructed in the proper method of transporting Hazardous Materials. Upon A&R request, Shipper will provide a copy of the Material Safety Data Sheet for the Hazardous Materials.

Schedule A: General Tariff

Definitions are contained on the following pages

Description	Tariff Amount	
Advanced Loading / Pre-Load / Prior Day Pickup (PDP)	\$300.00	per shipment (within 120 total miles of yard) that is loaded in advance at request of customer. Applicable trailer storage will apply.
Air Compressor and/or Pump	Chemical & ECO	\$75.00 per, if ordered regardless if used or not
	ISO	\$150.00 per, if ordered regardless if used or not
Canadian Operations	\$250.00	Border Crossing Per Load
Canceled Load – Truck Ordered Not Used (Prior to Dispatch)	\$400.00	Within 24 hours of planned dispatch
Canceled Load – Truck in Transit (After Dispatch)	\$2.20	per running mile plus applicable fuel surcharge (\$400 min.)
Chassis Rental	\$45.00	per day
Compartment Trailer Charge	\$200.00	per shipment
Detention- Loading/Origin	\$25.00	per quarter hour (1.0 hr. allowed time)
Detention- Reconsignment Point	\$25.00	per quarter hour
Detention- Rejection Point	\$25.00	per quarter hour
Detention- Unloading /Destination	\$25.00	per quarter hour (1.0 hr. allowed time)
Detention- Canceled Load - Truck Ordered Not Used (After Dispatch)	\$25.00	per quarter hour
Distances – (Out of Route or Detour Route)	\$2.20	per running mile plus applicable fuel surcharge
Fuel Surcharge	To be billed per the standard fuel surcharge table unless specifically noted otherwise.	
Heel Disposal (Non-Hazardous)	\$10.00	per gallon plus applicable out-of-route running miles, fuel surcharge, and detention charges.
Heel Disposal (Hazardous)	\$18.00	per gallon plus applicable out-of-route running miles, fuel surcharge, and detention charges.
Holiday	Additional 50% of linehaul freight	
Hose	\$30.00	per additional 20 ft. section or length (40 ft. free)
Hourly Services (Includes special services)	See “Hourly Services” for more details.	
Impracticable Operations & Emergency Operations	See “Impracticable Operations & Emergency Operations” for more details	
Insurance Surcharge	2%	of linehaul freight charge
In-Transit Heat	\$150.00	per shipment
Layover (Overnight)	\$600.00	each
Layover (Weekend)	\$2,200.00	each
New York Metro Delivery Charge	\$300.00	per load
Next Day Delivery (NDD)	\$300.00	per load (within 120 total miles of yard) plus applicable fuel surcharge
Reconsignment/Diversion	\$100.00	per stop plus \$2.20 per additional out-of-route running mile and applicable fuel surcharge.
Redelivery	100% of outbound freight rate plus applicable fuel surcharge	
Rejected/Returned Delivery	75% of outbound freight rate plus applicable fuel surcharge and actual time spent unloading at \$25.00 per quarter hour.	
Reposition of Equipment (Spotting)	\$2.20	per running mile (\$300.00 minimum) plus applicable fuel surcharge
Steaming Services	\$100.00	per hour (4 hours minimum). All other accessories, including but not limited to, detention, storage, or layovers will be charged where applicable.
	With Driver On-Site	\$200.00 driver required to be on-site, utilizing on-duty time
Stop-Off Delivery	Chemical & ECO	\$150.00 per each plus applicable \$2.20 per out-of-route running mile and fuel surcharge.
	ISO	See “Stop-Off Delivery” for more details.
Tank Cleaning (General Chemicals)	Single	\$250.00 per load
	Multi-Compartment	\$350.00 per load
	Single Vacuum Truck	\$300.00 per load
Tolls	To be billed roundtrip per PC Miler, HazMat, Practical as a separate line item on the invoice.	
Trailer Prep	\$60.00	Single Compartment
	\$100.00	Multi Compartment
Trailer Storage	\$200.00	per day
12 Pin Chassis Use	\$100.00	per shipment
Weighing Charge (Scale)	\$50.00	per, plus applicable \$2.20 per out-of-route running mile and fuel surcharge.

RULES AND OTHER GOVERNING PROVISIONS

Operating Rights:

The rates and charges governed by this schedule, or as same may be amended, for transportation under the authority granted by the Interstate Commerce Commission in Permits MC-19485 and MC-170992 respectively, as follows: To operate as a contract A&R, by motor vehicle, in Interstate or foreign commerce, over irregular routes, transporting liquid commodities in bulk, between points in the United States (except Alaska and Hawaii), under continuing contract'(s) with manufacturers, distributors and dealers of commodities in bulk.

Governing Publications:

This schedule is governed, except as otherwise provided herein, by the following publications, supplements thereto, or reissues: A&R Transport Liquids Tariff.

This can also be located at: <https://ardointright.com/services/liquid-transportation/>

Application of Rules – General:

Rules, regulations, and charges shown herein cover transportation of shipments moving under contracts and price lists referring hereto.

Definition of a gallon:

Gallon means a standard United States gallon containing 231 cubic inches.

Definition of a shipment:

Shipment means freight loaded on one vehicle on one day by one shipper covered by one (COF), Waybill or Bill of Lading and consigned to one consignee at one destination.

Exception: Multiple destinations and/or consignees are allowed when the shipper designates them on the COF, Waybill or Bill of Lading.

Commodity Descriptions:

Each person who offers a commodity for transportation shall furnish the A&R with a full commodity description on the shipping paper, bill of lading and/or shipping order. Each person who offers a hazardous material for transportation shall furnish the A&R with the proper hazardous materials description and its hazard class as set forth in the Hazardous Materials Tariff ATA-111, supplements thereto and reissues thereof, and in accordance with 49 CFR 172, Subpart C governing shipping papers. When the commodity word description differs from the hazardous materials description and its hazard class, both descriptions shall be shown on the shipping paper, bill of lading and/or shipping order, provided the commodity word description is not inconsistent with 16 the required hazardous materials description. The hazardous materials description and its hazard class must be shown first, and the commodity word description shown last.

Contamination or Mixture of Products:

Contamination or mixture of products must be reported to the A&R in writing within seventy-two (72) hours after delivery of the shipment purported to be contaminated or mixed with other products.

Impracticable Operations:

Pickup and delivery service will not be performed at any place from or to which such performance is impracticable, through no fault of the A&R because of the condition of roads, street, driveways, or alleys, inadequate loading or unloading facilities, civil commotion's, or any other causes. A diversion or return charge may apply if A&R is unable to complete delivery due to circumstances beyond its control

Advanced Loading/Pre-Load/Prior Day Pickup (PDP):

When at shipper's request, a vehicle is loaded in advance of the time it is to be dispatched to destination (within 120 total miles of yard), a charge of \$300.00 will be applicable. However, this charge will not apply when such advance loading is done at A&R's request.

Trailer storage will also apply when the time exceeds a 24-hour period. See also "Trailer Storage".

Air Compressor and/or Pump Service:

Upon request of consignor or consignee, the A&R will furnish equipment necessary for loading or unloading by pump or compressed air. The charge listed below will be billed per occurrence, regardless of whether used or not.

- Chemical (Bulk) and ECO (Waste): \$75.00
- ISO (Intermodal): \$150.00

Canadian Operations:

On traffic to and from points in Canada, the rates apply as proportional rates to and from the United States ports of entry at the Canadian borders, and to and from Canadian points as authority applies.

The consignor shall advise the A&R at the time of loading the route and the United States port of entry to be used for movement beyond to United States border. If the consignor fails to advise or choose not to advise the port of entry and/or route beyond the border, the A&R will do so as a convenience to the consignor. Upon selection of such route and/or port of entry by the A&R for the convenience to the consignor, the consignor accepts such route and/or port of entry as his own routing without recourse to the A&R. A border crossing fee of \$250.00 will apply on Canadian shipments.

Canceled Order – Truck Order Not Used or Truck in Transit:

When an order is placed for transportation and later cancelled within 24 hours of planned dispatch, a minimum charge of \$400 will be assessed. If an order is placed and then canceled after the truck has been dispatched, a charge of \$2.20 per running mile will be assessed, with a minimum of \$400, and applicable fuel surcharge.

If loading started before cancellation of the order and cleaning of the tank vehicle is required in order to return it to the condition it was in prior to loading, normal cleaning charges apply.

Chassis Rental:

When at the customer request, chassis rental is required, a charge of \$45.00 per day will apply.

Compartment Trailer Charge:

By reference to this item, the A&R will assess an additional charge of \$200.00 per shipment, as compensation for the additional equipment and internal tank cleaning costs associated with shipments in multicompartment tank trailers.

Detention of Vehicles:

Shipper and consignee shall make reasonable provisions for immediate loading and unloading vehicles. Any time in addition to one (1) hour each consumed while loading or unloading, unless ascribable to the A&R will be charged as applicable. Charges will be assessed at the rate of \$25.00 per quarter hour, the time being computed to the next whole quarter hour.

Loading and/or unloading time shall be deemed to run from the time the truck arrives at the place of loading and unloading, ready to load or unload, to the time when all connections shall have been removed and the necessary shipping documents have been executed and the truck is ready to move.

“Place of loading or unloading” is construed to mean when equipment of A&R arrives at the plant gate or at the confines of any plant or area embracing the limits of shipper’s or consignee’s property limits which is a part of the plant location or area considered as integral part of such plant or area.

When A&R’s equipment arrives at stop-off or destination before the time of arrival specified on bill of lading, time between actual arrival time and time specified for delivery is not detention time. If consignee chooses to accept the shipment ahead of the specified time and instructs the driver to unload, unloading time begins when consignee accepts.

Shipments requiring stops for partial loading are allowed one (1) hour at the initial loading point. Shipments requiring stops for partial unloading are allowed one (1) hour at the initial unloading point. All time after exceeding one-hour will be billed at the quarter hour detention rate of \$25.00.

Detention at both pickup and delivery point are the responsibility of the billable party

Detention runs for 10 hours per 24-hour period. A layover charge will be automatically assessed when detention exceeds above 10 hours per 24-hour period. Refer to “Layover” for application of charges.

Time spent waiting for orders for the following reasons is part of the loading or unloading time and detention charges accrue, except no free time is allowed.

- Diversion or reconsignment
- Canceled Load – Truck Ordered Not Used
- Refused shipments
- Stopped in Transit
- Product Left in Tank Trailer
- Postponed Delivery
- Rejected shipments
- C.O.D. shipments

Distances – Out of Route or Detour Route:

Any miles driven outside of the routing provided by PC Miler for each Point to Point will be lawfully chargeable at a rate of \$2.20 per mile driven. These miles are calculated and added for any stops, reconsignments, or alteration to the planned routing, due to no fault of the A&R. Applicable fuel surcharge will be applied in addition to the linehaul based on the mileage rate above.

Fuel Surcharge:

The surcharge is in effect whenever the weekly U.S. Department of Energy (DOE) national average, of self-service diesel fuel is above 130 cents per gallon.

The DOE index on Monday of each week serves as the basis for fuel surcharge determination. Revisions to the surcharge will apply to shipment dates beginning on Tuesday of the same week of its re-calculation. The fuel charge will appear as a separate line item on each invoice. Payment terms are the same as those for line haul and other charges.

Heel Disposal and Applicable Charges:

Whenever consignee does not take complete delivery of the tank contents, A&R will dispose of the product heel and charge \$10.00 per gallon for nonhazardous material or the actual cost of disposal, whichever is greater. For hazardous material a charge of \$18.00 per gallon or the actual cost of disposal, whichever is greater, will apply. Applicable out-of-route miles and fuel surcharge will be assessed.

Time spent awaiting instructions will be included in the total determination of charges resulting from the application of disposition choices contained elsewhere in these Rules:

- Return of product to the shipment origin will be handled under the Rules for “Returned or Undelivered Shipments”.

- Off-loading of product at the original shipment destination will be included within the provisions of the original shipment charges.
- Transportation of the remaining product to another site will be handled under the Rules for “Reconsignment”. The disposal of the residue (heel) at the second site is subject to additional charges.

Holiday Surcharge:

For when shipper or consignee requests transportation service loaded or delivered on a Holiday, an additional 50% of linehaul freight will be charged.

The term holiday shall include the following:

- New Year’s Day (January 1st)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Day following Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

Hose:

When it is necessary to provide hose in excess of 40 ft. of discharge to affect either the loading or delivery, or both, of a single shipment, the following provisions and charges will apply:

- Footage of hose in excess of 40 ft. will be charged at \$30.00 per additional 20 ft.

When it is necessary to send a service truck to transport additional hose for the loading or unloading of a shipment, a charge of \$115.00 per hour or fraction thereof, minimum 6 hours, is made in addition to all other charges. This service includes the driver, if needed, for the stringing, connecting, disconnecting, and picking up the hose. A&R will furnish such additional hose from its terminal nearest to the loading or unloading point if it is available. When the shipper or the consignee orders extra hose at the time of the order for A&R’s equipment to load, A&R will make every effort to transport the extra hose on equipment ordered for loading.

The service truck charge applies from the time the truck leaves A&R’s nearest terminal for the loading or unloading site until it returns.

Hose required for use between A&R’s tank trailer and A&R’s pumping equipment is standard equipment and is furnished by the A&R in addition to all other hose.

Hourly Services (includes special services):

When shipper or consignee requests a service requiring the use of a tractor trailer unit with driver which charges are not provided in this publication, such service will be rendered if possible, for A&R to do so at the following charges:

- From 12:01 AM Monday through 11:59 PM Friday: \$115.00 per hour (subject to a 4-hour minimum)
- From 12:01 AM Saturday through 11:59 PM Saturday: \$150.00 per hour (subject to a 4-hour minimum)
- From 12:01 AM Sunday and Holidays through 11:59 PM Sunday and Holidays (subject to an 8-hour minimum): \$200.00 per hour
- When it is necessary to furnish a service truck with extra loading or unloading equipment and one man to efficiently effect a pickup or delivery, such additional service will be charged for at a rate of \$115.00 per hour, subject to a minimum charge of \$330.00.

- The time shall be computed from the time A&R's equipment leaves the terminal until it has returned thereto. Any delay directly traceable to the A&R will be subtracted from the total time. Fractions of an hour will be computed to the next whole quarter hour.
- Fuel surcharge will be charged at \$9.50 per hour for all hours in addition to the hourly charge.

Impracticable Operations & Emergency Operations:

Nothing in these rules, or in rates referring hereto, shall require carrier to pick up, transport or deliver shipments when through no fault or neglect of carrier, it is impracticable or unsafe to do so because of the following:

- (1) The conditions of roads, streets, alleys, or premises.
- (2) Inadequate loading or unloading facilities.
- (3) Loading or unloading conditions, requirements or practices which would tend to create reasonable apprehension of danger to persons or property.

Additional charges may apply in instances of providing and maintaining service in times of natural or man-made emergencies. Additional charges will include:

- Hourly Charges: \$125 per hour plus applicable fuel surcharge. Applicable to all hours (on duty and off-duty).
- Out of Route Miles: \$2.50 per mile plus applicable fuel surcharge. Minimum \$600
- Repositioning Costs: \$2.50 per mile plus applicable fuel surcharge. Minimum \$600.
- Subsistence Charge: \$200 per day per driver.
- Positioning Charges for Cleaning: \$2.50 per mile plus applicable fuel surcharge. Minimum \$600.
- Cleaning Charges: The higher of the contract rate or actual cost to compensate for additional cleaning costs which may be incurred during emergency situations.

Insurance Surcharge:

Applies to all shipments and will be assessed as a percentage of the linehaul freight charge (2%) and shall be shown as a separate line item on the invoice.

In-Transit Heat Charges:

If requested by consignor or consignee, a trailer and/or tractor equipped with a controlled heating-in-transit system will be provided at the applicable charge of \$150.00 per shipment.

Layover:

When A&R's vehicle arrives at point of loading, unloading, stop-off points and or final destination during normal working hours (see note), and when due to conditions over which the A&R has no control, the shipper or consignee cannot complete loading and/or unloading thereby causing the vehicle (tractor and trailer) to remain at loading point, final destination, stop-off point, or the vicinity thereof, until the next day or succeeding day or days, or in the case of arrival on Friday, if held over until the following Monday, to complete loading or unloading, the time spent will be charged as follows:

- Time between 8:00 AM and 5:00 PM will be considered as part of loading or unloading time and detention charges when applicable will be assessed.
- Time between 5:00 PM and 8:00 AM Monday through Friday will be charged at \$600.00.
- Vehicles held over from Friday until Monday morning will be subject to a charge of \$2200.00.

New York Metro Delivery Charge:

A \$300.00 charge will apply to all loads delivered in the NYC metro area. NYC Metro area is defined as the 5 boroughs: Manhattan, Brooklyn, Bronx, Queens, and Staten Island.

Next Day Delivery Charge (NDD):

For ISO (Intermodal) shipments where the load cannot be picked up and delivered in the same day, a next day delivery charge of \$300.00 plus applicable FSC will apply.

Reconsignment or Diversion:

Shipments moving under rates named in this publication may be reconsigned in transit or after arrival at billed destination, subject to the following rules, regulations, and charges:

- The term “reconsignment” means a change in the name of the consignees and / or destination of entire shipment, except as otherwise provided herein, or any other instruction given to the A&R requiring an addition to or change in billing necessary to effect delivery or involving an additional movement of the truck or both.
- Reconsignment instructions must be confirmed in writing to the A&R.
- A charge of \$100.00 will be made for reconsignment and, in addition, freight charges will be assessed on the basis of the through rate from point of origin to final destination plus a mileage charge of \$2.20 per out-of-route mile driven, if any, as used herein shall be defined as the mileage from point of origin through point or points of origin direct to destination. Applicable fuel surcharge will apply.
- When a truck arrives at the original billed destination and is requested to standby for reconsignment instructions, the time consumed while waiting for orders will be considered as part of the unloading time and detention charges when applicable will be assessed.

Redelivery:

When shipper or consignee requests the trailer to be stored, redelivery charges will be charged at 100% of the outbound freight rate plus applicable fuel surcharge.

Rejected/Returned Deliveries:

If all or any portion of a shipment is refused or rejected by the consignee at destination for any reason not attributable to the A&R and, upon instructions from the shipper or its agent, is returned to point of origin, the returned shipment will be subject to charges at the rates applicable from origin to destination, plus 75% of the original rate and applicable fuel surcharge.

Extraneous miles will be assessed at \$2.20 per running mile plus applicable fuel surcharge. Undeliverable shipments will be returned to the nearest terminal if A&R cannot return to shipper location.

Detention and trailer storage will apply for any time the loaded trailer is delayed and/or stored and waiting for delivery instructions. The applicable rate for redelivery will apply from the terminal to new destination.

Reposition of Equipment (Spotting):

When A&R is required to dispatch equipment to perform transportation service from a point where A&R's equipment is not domiciled, the charge is \$2.20 per mile, with a minimum of \$300.00, plus applicable fuel surcharge in addition to all other charges unless allowance for such service is already included in the linehaul rate.

The following charges apply when a tank trailer is detached and remains in a designated site for loading, unloading or storage at the request of one of the transportation parties.

- To transport an empty trailer from the A&R's terminal or designated service site to a storage-site and return to starting point.
- To retrieve an empty trailer from a loading, unloading or storage site and return it to A&R's terminal or designated service site.

Steaming Services:

When power or steam is required to heat commodities in order to accomplish loading or unloading at temperature requested by shipper or consignee, such power or heat will be furnished by the shipper or consignee.

If power or heat is furnished by the shipper or consignee or if the shipper or consignee arranges to pay directly for the cost of such heating at a location outside the consignee's plant, a charge of \$100 per hour is assessed by the A&R for the time required to heat the commodity, including travel time between the consignee's plant and the heating facilities if outside the consignee's plant.

When the driver is required to be on-site, utilizing on-duty time, a charge of \$200 per hour will be assessed.

All other accessorial, including but not limited to, detention, storage, or layovers will be charged where applicable.

Stop-Off Deliveries:

A truck load shipment may be stopped for partial unloading, within the confines of a plant site or, within the limits of the destination point, subject to the following provisions:

- The bill of lading must show the location or address at which each delivery is to be made and must show the kind and amount of freight to be delivered at each such location or address, also the name of the party or parties receiving the freight must be shown.
- Arrangements for stop-off service must be made with the A&R before shipment or any portion thereof is tendered for transportation.
- For Chemical (Bulk) and ECO (Waste) shipments, stops will be permitted for the purpose of picking up a component part of a single shipment. The charge for such stop-off, excluding the stop for the origin pickup, shall be \$150.00 per each stop plus \$2.20 for each additional out-of-route running mile plus applicable fuel surcharge.
- For ISO (Intermodal) shipments, a charge of \$200.00 per stop will apply. If ISO container is returned to Heniff Transportation located at: 2223 Hollywood Road Joliet, IL 60436 in Joliet. A charge of \$300.00 will be applied

Tank Cleaning:

When A&R is requested to furnish a trailer for the transportation of products because of its inherent nature and requires cleaning, the charges set forth herein will apply on the initial loading to allow the trailer to be returned to service in a clean, dry, and odor free state.

Cleaning charges will be as follows for what is considered "General Chemicals":

- Single Compartment: \$250.00
- Multi-Compartment: \$350.00
- Single Vacuum Truck: \$300.00

All other cleaning charges will be assessed on an individual basis based on product and equipment requirements.

Tolls:

When the shortest direct highway or the most practical route from the origin to destination requires use of toll roads, bridges or a ferry, the toll charges will be paid by A&R and such costs will be rebilled to the customer.

All tolls will be passed through as a separate line item on invoices. Roundtrip toll charges will apply. Tolls will be assessed via PC Miler, HazMat, practical routes.

Trailer Prep Charges:

When A&R is required to prepare the trailer prior to loading in order to fulfill customer's requirements, such as replacement of gaskets, valves, etc., the following charges will apply:

- a) Single: \$60.00 per shipment
- b) Multi-Compartment: \$100.00 per shipment

Trailer preparation that falls outside of these parameters will be evaluated on an individual basis and will be priced accordingly to fulfill customer requirements.

Trailer Storage:

When at shipper's request, a vehicle is loaded in advance of the time it is to be dispatched to destination and held by A&R until such time as it is so dispatched, a charge of \$200.00 will be made for each period of 24 hours, or fraction thereof, that the vehicle is so held.

This charge is in addition to the freight and all other lawful charges. However, this charge will not apply when such advance loading is done at A&R's request.

Trailer Storage is calculated per day when trailer is loaded and either delivery is unable to be made or completed. Trailer storage will also apply when a layover exceeds a 24-hour period at shipper or consignee request.

12 Pin Chassis Use:

When a shipper requests the use of a chassis in order to load two ISO tank containers at one time, a charge of \$100.00 will be applied.

Weighing Charge:

Except when weighing is performed on the premises of the shipper or consignee without charge to the A&R, when upon request of shipper or consignee, a vehicle is weighed either loaded or empty, a charge of \$50.00 plus any charge paid to the operator of the scale will be made for each weighing.

If in process of weighing the vehicle must travel off the direct route from origin to destination, a charge of \$2.20 for each out-of-route running mile plus applicable fuel surcharge shall be assessed in addition to all other charges.

Schedule B: Fuel Surcharge Chemical (Bulk)

PRICE	SURCHARGE
.00 to 1.199	0%
1.20 to 1.299	0%
1.30 to 1.399	1%
1.40 to 1.4604	2%
1.4605 to 1.5294	3%
1.5295 to 1.5984	4%
1.5985 to 1.6674	5%
1.6675 to 1.7364	6%
1.7365 to 1.8054	7%
1.8055 to 1.8744	8%
1.8745 to 1.9444	9%
1.9445 to 2.0144	10%
2.0145 to 2.0844	11%
2.0845 to 2.1544	12%
2.1545 to 2.2244	13%
2.2245 to 2.2944	14%
2.2945 to 2.3644	15%
2.3645 to 2.4344	16%
2.4345 to 2.5044	17%
2.5045 to 2.5744	18%
2.5745 to 2.6444	19%
2.6445 to 2.7144	20%
2.7145 to 2.7844	21%
2.7845 to 2.8544	22%
2.8545 to 2.9244	23%
2.9245 to 2.9944	24%

PRICE	SURCHARGE
2.9945 to 3.0644	25%
3.0645 to 3.1344	26%
3.1345 to 3.2044	27%
3.2045 to 3.2744	28%
3.2745 to 3.3444	29%
3.3445 to 3.4144	30%
3.4145 to 3.4844	31%
3.4845 to 3.5544	32%
3.5545 to 3.6244	33%
3.6245 to 3.6944	34%
3.6945 to 3.7344	35%
3.7345 to 3.8044	36%
3.8045 to 3.8744	37%
3.8745 to 3.9444	38%
3.9445 to 4.0144	39%
4.0145 to 4.0844	40%
4.0845 to 4.1544	41%
4.1545 to 4.2244	42%
4.2245 to 4.2944	43%
4.2945 to 4.3644	44%
4.3645 to 4.4344	45%
4.4345 to 4.5044	46%
4.5045 to 4.5744	47%
4.5745 to 4.6444	48%
4.6445 to 4.7144	49%
4.7145 to 4.7844	50%

Fuel surcharge will be recalculated every Monday based on the current DOE On-Highway Diesel Fuel Price index, National average.

Fuel surcharge will be effective on Tuesday for the following 7-day period.

Fuel surcharge is calculated as a percentage and will apply to the linehaul rate.

Minimum fuel surcharge: \$25 per load regardless of method of computation.

Schedule B: Fuel Surcharge ECO (Waste)

PRICE	SURCHARGE
.00 to 1.199	0%
1.20 to 1.299	2%
1.30 to 1.399	3%
1.40 to 1.4604	4%
1.4605 to 1.5294	5%
1.5295 to 1.5984	6%
1.5985 to 1.6674	7%
1.6675 to 1.7364	8%
1.7365 to 1.8054	9%
1.8055 to 1.8744	10%
1.8745 to 1.9444	11%
1.9445 to 2.0144	12%
2.0145 to 2.0844	13%
2.0845 to 2.1544	14%
2.1545 to 2.2244	15%
2.2245 to 2.2944	16%
2.2945 to 2.3644	17%
2.3645 to 2.4344	18%
2.4345 to 2.5044	19%
2.5045 to 2.5744	20%
2.5745 to 2.6444	21%
2.6445 to 2.7144	22%
2.7145 to 2.7844	23%
2.7845 to 2.8544	24%
2.8545 to 2.9244	25%
2.9245 to 2.9944	26%

PRICE	SURCHARGE
2.9945 to 3.0644	27%
3.0645 to 3.1344	28%
3.1345 to 3.2044	29%
3.2045 to 3.2744	30%
3.2745 to 3.3444	31%
3.3445 to 3.4144	32%
3.4145 to 3.4844	33%
3.4845 to 3.5544	34%
3.5545 to 3.6244	35%
3.6245 to 3.6944	36%
3.6945 to 3.7344	37%
3.7345 to 3.8044	38%
3.8045 to 3.8744	39%
3.8745 to 3.9444	40%
3.9445 to 4.0144	41%
4.0145 to 4.0844	42%
4.0845 to 4.1544	43%
4.1545 to 4.2244	44%
4.2245 to 4.2944	45%
4.2945 to 4.3644	46%
4.3645 to 4.4344	47%
4.4345 to 4.5044	48%
4.5045 to 4.5744	49%
4.5745 to 4.6444	50%
4.6445 to 4.7144	51%
4.7145 to 4.7844	52%

Fuel surcharge will be recalculated every Monday based on the current DOE On-Highway Diesel Fuel Price index, National average.

Fuel surcharge will be effective on Tuesday for the following 7-day period.

Fuel surcharge is calculated as a percentage and will apply to the linehaul rate.

Minimum fuel surcharge: \$25 per load regardless of method of computation.

Schedule B: Fuel Surcharge ISO (Intermodal)

PRICE	SURCHARGE
1.110 to 1.159	5%
1.160 to 1.209	1.0%
1.209 to 1.259	1.50%
1.259 to 1.309	2.00%
1.309 to 1.359	2.50%
1.359 to 1.409	3.00%
1.409 to 1.459	3.50%
1.459 to 1.509	4.00%
1.509 to 1.559	4.50%
1.559 to 1.609	5.00%
1.609 to 1.659	5.50%
1.659 to 1.709	6.00%
1.709 to 1.759	6.50%
1.759 to 1.809	7.00%
1.809 to 1.859	7.50%
1.859 to 1.909	8.00%
1.909 to 1.989	8.50%
1.959 to 2.009	9.00%
2.009 to 2.059	9.50%
2.059 to 2.099	10.00%
2.099 to 2.159	10.50%
2.159 to 2.209	11.00%
2.209 to 2.259	11.50%
2.259 to 2.309	12.00%
2.309 to 2.359	12.50%
2.359 to 2.409	13.00%
2.409 to 2.459	13.50%
2.459 to 2.509	14.00%
2.509 to 2.559	14.50%
2.559 to 2.609	15.00%
2.609 to 2.659	15.50%
2.659 to 2.709	16.00%
2.709 to 2.759	16.50%
2.759 to 2.809	17.00%
2.809 to 2.859	17.50%
2.859 to 2.909	18.00%
2.909 to 2.959	18.50%

PRICE	SURCHARGE
2.959 to 3.009	19.00%
3.009 to 3.059	19.50%
3.059 to 3.109	20.00%
3.109 to 3.159	20.50%
3.159 to 3.209	21.00%
3.209 to 3.259	21.50%
3.259 to 3.309	22.00%
3.309 to 3.359	22.50%
3.359 to 3.409	23.00%
3.409 to 3.459	23.50%
3.459 to 3.509	24.00%
3.509 to 3.559	24.50%
3.559 to 3.609	25.00%
3.609 to 3.659	25.50%
3.659 to 3.709	26.00%
3.709 to 3.759	26.50%
3.759 to 3.809	27.00%
3.809 to 3.859	27.50%
3.859 to 3.909	28.00%
3.909 to 3.959	28.50%
3.959 to 4.009	29.00%
4.009 to 4.059	29.50%
4.059 to 4.109	30.00%
4.109 to 4.159	30.50%
4.159 to 4.209	31.00%
4.209 to 4.259	31.50%
4.259 to 4.309	32.00%
4.309 to 4.359	32.50%
4.359 to 4.409	33.00%
4.409 to 4.459	33.50%
4.459 to 4.509	34.00%
4.509 to 4.559	34.50%
4.559 to 4.609	35.00%
4.609 to 4.659	35.50%
4.659 to 4.709	36.00%
4.709 to 4.759	36.50%
4.759 to 4.809	37.00%

Fuel surcharge will be recalculated every Monday based on the current DOE On-Highway Diesel Fuel Price index, National average.

Fuel surcharge will be effective on Tuesday for the following 7-day period.

Fuel surcharge is calculated as a percentage and will apply to the linehaul rate.

Minimum fuel surcharge: \$25 per load regardless of method of computation.