

# MTS FREIGHT

SCAC CODE MRGQ

DOT # 133956

MC # 158526

# RULES TARIFF 100

NAMING

RATES, RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,  
(Except Household Goods)

|                              |                              |
|------------------------------|------------------------------|
| BETWEEN<br>POINTS IN         | AND<br>POINTS IN             |
| THE UNITED STATES and CANADA | THE UNITED STATES and CANADA |

This Rules Tariff shall govern the carrier's Bill of Lading unless specifically overridden in a contract signed by the carrier.

This Tariff Cancels and Replaces ALL of the Carrier's Earlier Dated Rules of Operation.

For Reference to Governing Publications, Refer to Item 100.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED: Oct. 22, 2009

EFFECTIVE: Oct. 22, 2009

ISSUED BY:  
MTS FREIGHT  
1414 N. Montana Ave.  
Helena, MT 59601

**RULES TARIFF No. 100**

**MTS FREIGHT**

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**CHECK SHEET**

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an Original Page.

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| 5     | 0    | 0    | 12   | 0    | 0    | 19   | 0    | 0    |       |      |      |

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| SECTION 1   |                                  |                               |  |                                    |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
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| <b>GOVERNING PUBLICATIONS</b>   |                                  |                               |  |                                    | <b>100</b>                    |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| <p>For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.</p> <p><b>This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, NMF 100, supplements thereto and subsequent re-issues thereof.</b></p>  |                                  |                               |  |                                    |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| <b>FUEL SURCHARGE</b>   |                                  |                               |  |                                    | <b>105</b>                    |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| <p>The following table lists the fuel surcharge to be applied given the applicable Rocky Mountain On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">When the fuel price is at least...</th> <th colspan="2" style="width: 25%;">then apply the surcharge below:</th> <th style="width: 25%;">When the fuel price is at least...</th> <th colspan="2" style="width: 25%;">then apply the surcharge below:</th> </tr> <tr> <th></th> <th style="width: 12.5%;">LTL<br/>(less than<br/>10,000 lbs)</th> <th style="width: 12.5%;">TL<br/>(10,000 lbs<br/>or more)</th> <th></th> <th style="width: 12.5%;">LTL<br/>(less than<br/>10,000 lbs)</th> <th style="width: 12.5%;">TL<br/>(10,000 lbs<br/>or more)</th> </tr> </thead> <tbody> <tr><td>\$ 2.00</td><td>9.0%</td><td>15.0%</td><td>\$ 3.30</td><td>22.0%</td><td>28.0%</td></tr> <tr><td>\$ 2.05</td><td>9.5%</td><td>15.5%</td><td>\$ 3.35</td><td>22.5%</td><td>28.5%</td></tr> <tr><td>\$ 2.10</td><td>10.0%</td><td>16.0%</td><td>\$ 3.40</td><td>23.0%</td><td>29.0%</td></tr> <tr><td>\$ 2.15</td><td>10.5%</td><td>16.5%</td><td>\$ 3.45</td><td>23.5%</td><td>29.5%</td></tr> <tr><td>\$ 2.20</td><td>11.0%</td><td>17.0%</td><td>\$ 3.50</td><td>24.0%</td><td>30.0%</td></tr> <tr><td>\$ 2.25</td><td>11.5%</td><td>17.5%</td><td>\$ 3.55</td><td>24.5%</td><td>30.5%</td></tr> <tr><td>\$ 2.30</td><td>12.0%</td><td>18.0%</td><td>\$ 3.60</td><td>25.0%</td><td>31.0%</td></tr> <tr><td>\$ 2.35</td><td>12.5%</td><td>18.5%</td><td>\$ 3.65</td><td>25.5%</td><td>31.5%</td></tr> <tr><td>\$ 2.40</td><td>13.0%</td><td>19.0%</td><td>\$ 3.70</td><td>26.0%</td><td>32.0%</td></tr> <tr><td>\$ 2.45</td><td>13.5%</td><td>19.5%</td><td>\$ 3.75</td><td>26.5%</td><td>32.5%</td></tr> <tr><td>\$ 2.50</td><td>14.0%</td><td>20.0%</td><td>\$ 3.80</td><td>27.0%</td><td>33.0%</td></tr> <tr><td>\$ 2.55</td><td>14.5%</td><td>20.5%</td><td>\$ 3.85</td><td>27.5%</td><td>33.5%</td></tr> <tr><td>\$ 2.60</td><td>15.0%</td><td>21.0%</td><td>\$ 3.90</td><td>28.0%</td><td>34.0%</td></tr> <tr><td>\$ 2.65</td><td>15.5%</td><td>21.5%</td><td>\$ 3.95</td><td>28.5%</td><td>34.5%</td></tr> <tr><td>\$ 2.70</td><td>16.0%</td><td>22.0%</td><td>\$ 4.00</td><td>29.0%</td><td>35.0%</td></tr> <tr><td>\$ 2.75</td><td>16.5%</td><td>22.5%</td><td>\$ 4.05</td><td>29.5%</td><td>35.5%</td></tr> <tr><td>\$ 2.80</td><td>17.0%</td><td>23.0%</td><td>\$ 4.10</td><td>30.0%</td><td>36.0%</td></tr> <tr><td>\$ 2.85</td><td>17.5%</td><td>23.5%</td><td>\$ 4.15</td><td>30.5%</td><td>36.5%</td></tr> <tr><td>\$ 2.90</td><td>18.0%</td><td>24.0%</td><td>\$ 4.20</td><td>31.0%</td><td>37.0%</td></tr> <tr><td>\$ 2.95</td><td>18.5%</td><td>24.5%</td><td>\$ 4.25</td><td>31.5%</td><td>37.5%</td></tr> <tr><td>\$ 3.00</td><td>19.0%</td><td>25.0%</td><td>\$ 4.30</td><td>32.0%</td><td>38.0%</td></tr> <tr><td>\$ 3.05</td><td>19.5%</td><td>25.5%</td><td>\$ 4.35</td><td>32.5%</td><td>38.5%</td></tr> <tr><td>\$ 3.10</td><td>20.0%</td><td>26.0%</td><td>\$ 4.40</td><td>33.0%</td><td>39.0%</td></tr> <tr><td>\$ 3.15</td><td>20.5%</td><td>26.5%</td><td>\$ 4.45</td><td>33.5%</td><td>39.5%</td></tr> <tr><td>\$ 3.20</td><td>21.0%</td><td>27.0%</td><td>\$ 4.50</td><td>34.0%</td><td>40.0%</td></tr> <tr><td>\$ 3.25</td><td>21.5%</td><td>27.5%</td><td>\$ 4.55 and over</td><td colspan="2" style="text-align: center;">Add 0.5% for each 5 cent increment</td></tr> </tbody> </table> |                                  |                               |  |                                    |                               | When the fuel price is at least... | then apply the surcharge below: |  | When the fuel price is at least... | then apply the surcharge below: |  |  | LTL<br>(less than<br>10,000 lbs) | TL<br>(10,000 lbs<br>or more) |  | LTL<br>(less than<br>10,000 lbs) | TL<br>(10,000 lbs<br>or more) | \$ 2.00 | 9.0% | 15.0% | \$ 3.30 | 22.0% | 28.0% | \$ 2.05 | 9.5% | 15.5% | \$ 3.35 | 22.5% | 28.5% | \$ 2.10 | 10.0% | 16.0% | \$ 3.40 | 23.0% | 29.0% | \$ 2.15 | 10.5% | 16.5% | \$ 3.45 | 23.5% | 29.5% | \$ 2.20 | 11.0% | 17.0% | \$ 3.50 | 24.0% | 30.0% | \$ 2.25 | 11.5% | 17.5% | \$ 3.55 | 24.5% | 30.5% | \$ 2.30 | 12.0% | 18.0% | \$ 3.60 | 25.0% | 31.0% | \$ 2.35 | 12.5% | 18.5% | \$ 3.65 | 25.5% | 31.5% | \$ 2.40 | 13.0% | 19.0% | \$ 3.70 | 26.0% | 32.0% | \$ 2.45 | 13.5% | 19.5% | \$ 3.75 | 26.5% | 32.5% | \$ 2.50 | 14.0% | 20.0% | \$ 3.80 | 27.0% | 33.0% | \$ 2.55 | 14.5% | 20.5% | \$ 3.85 | 27.5% | 33.5% | \$ 2.60 | 15.0% | 21.0% | \$ 3.90 | 28.0% | 34.0% | \$ 2.65 | 15.5% | 21.5% | \$ 3.95 | 28.5% | 34.5% | \$ 2.70 | 16.0% | 22.0% | \$ 4.00 | 29.0% | 35.0% | \$ 2.75 | 16.5% | 22.5% | \$ 4.05 | 29.5% | 35.5% | \$ 2.80 | 17.0% | 23.0% | \$ 4.10 | 30.0% | 36.0% | \$ 2.85 | 17.5% | 23.5% | \$ 4.15 | 30.5% | 36.5% | \$ 2.90 | 18.0% | 24.0% | \$ 4.20 | 31.0% | 37.0% | \$ 2.95 | 18.5% | 24.5% | \$ 4.25 | 31.5% | 37.5% | \$ 3.00 | 19.0% | 25.0% | \$ 4.30 | 32.0% | 38.0% | \$ 3.05 | 19.5% | 25.5% | \$ 4.35 | 32.5% | 38.5% | \$ 3.10 | 20.0% | 26.0% | \$ 4.40 | 33.0% | 39.0% | \$ 3.15 | 20.5% | 26.5% | \$ 4.45 | 33.5% | 39.5% | \$ 3.20 | 21.0% | 27.0% | \$ 4.50 | 34.0% | 40.0% | \$ 3.25 | 21.5% | 27.5% | \$ 4.55 and over | Add 0.5% for each 5 cent increment |
| When the fuel price is at least...  | then apply the surcharge below:  |                               | When the fuel price is at least...             | then apply the surcharge below:    |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
|   | LTL<br>(less than<br>10,000 lbs) | TL<br>(10,000 lbs<br>or more) |  | LTL<br>(less than<br>10,000 lbs)   | TL<br>(10,000 lbs<br>or more) |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.00   | 9.0%                             | 15.0%                         | \$ 3.30  | 22.0%                              | 28.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.05   | 9.5%                             | 15.5%                         | \$ 3.35  | 22.5%                              | 28.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.10   | 10.0%                            | 16.0%                         | \$ 3.40  | 23.0%                              | 29.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.15   | 10.5%                            | 16.5%                         | \$ 3.45  | 23.5%                              | 29.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.20   | 11.0%                            | 17.0%                         | \$ 3.50  | 24.0%                              | 30.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.25   | 11.5%                            | 17.5%                         | \$ 3.55  | 24.5%                              | 30.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.30   | 12.0%                            | 18.0%                         | \$ 3.60  | 25.0%                              | 31.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.35   | 12.5%                            | 18.5%                         | \$ 3.65  | 25.5%                              | 31.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.40   | 13.0%                            | 19.0%                         | \$ 3.70  | 26.0%                              | 32.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.45   | 13.5%                            | 19.5%                         | \$ 3.75  | 26.5%                              | 32.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.50   | 14.0%                            | 20.0%                         | \$ 3.80  | 27.0%                              | 33.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.55   | 14.5%                            | 20.5%                         | \$ 3.85  | 27.5%                              | 33.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.60   | 15.0%                            | 21.0%                         | \$ 3.90  | 28.0%                              | 34.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.65   | 15.5%                            | 21.5%                         | \$ 3.95  | 28.5%                              | 34.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.70   | 16.0%                            | 22.0%                         | \$ 4.00  | 29.0%                              | 35.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.75   | 16.5%                            | 22.5%                         | \$ 4.05  | 29.5%                              | 35.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.80   | 17.0%                            | 23.0%                         | \$ 4.10  | 30.0%                              | 36.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.85   | 17.5%                            | 23.5%                         | \$ 4.15  | 30.5%                              | 36.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.90   | 18.0%                            | 24.0%                         | \$ 4.20  | 31.0%                              | 37.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 2.95   | 18.5%                            | 24.5%                         | \$ 4.25  | 31.5%                              | 37.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 3.00   | 19.0%                            | 25.0%                         | \$ 4.30  | 32.0%                              | 38.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 3.05   | 19.5%                            | 25.5%                         | \$ 4.35  | 32.5%                              | 38.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 3.10   | 20.0%                            | 26.0%                         | \$ 4.40  | 33.0%                              | 39.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 3.15   | 20.5%                            | 26.5%                         | \$ 4.45  | 33.5%                              | 39.5%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 3.20   | 21.0%                            | 27.0%                         | \$ 4.50  | 34.0%                              | 40.0%                         |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| \$ 3.25   | 21.5%                            | 27.5%                         | \$ 4.55 and over                               | Add 0.5% for each 5 cent increment |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| <p>The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Tuesday, the same day the DOE updates the fuel prices. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. The DOE fuel price information is available 24 hrs at 202-586-6966 or at:<br/> <a href="http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp">http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp</a></p>   |                                  |                               |  |                                    |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| For explanation of abbreviations and reference marks not explained on this page, see last page.   |                                  |                               |  |                                    |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |
| ISSUED BY:<br>MTS FREIGHT<br>1414 N. Montana Ave.<br>Helena, MT 59601   |                                  |                               |  |                                    |                               |                                    |                                 |  |                                    |                                 |  |  |                                  |                               |  |                                  |                               |         |      |       |         |       |       |         |      |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |         |       |       |                  |                                    |

| <b>MTS FREIGHT</b>   |   |   |  |                            |                                     |                         |                             |                           |   |  |  |
|--|---|---|--|----------------------------|-------------------------------------|-------------------------|-----------------------------|---------------------------|---|--|--|
| <b>ISSUED:</b> ☒   | <b>Original Page</b>                                  |   |  |                            |                                     |                         |                             |                           |   |  |  |
|  | <b>Correction No. 0</b>                               |   |  |                            |                                     |                         |                             |                           |   |  |  |
|  | <b>EFFECTIVE:</b> ☒                                   |   |  |                            |                                     |                         |                             |                           |   |  |  |
| <b>SECTION 1</b>   |   |   |  |                            |                                     |                         |                             |                           |   |  |  |
| <b>RULES</b>   | <b>ITEM</b>   |   |  |                            |                                     |                         |                             |                           |   |  |  |
| <b><u>DEFINITIONS</u></b>  | <b>110</b>  |   |  |                            |                                     |                         |                             |                           |   |  |  |
| <p>(1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.</p> <p>(2) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefor.</p> <p>(3) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.</p> <p>(4) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.</p> <p>(5) The term "Regular Working Day" shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.</p> <p>(6) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.</p> <p>(7) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.</p> <p>(8) The term "Legal Holiday" as used herein is defined as:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">☞ New Years Day – Jan. 1</td> <td style="width: 50%;">Thanksgiving Day – The 4<sup>th</sup> Thurs. in Nov.</td> </tr> <tr> <td>Presidents' Day – The 3<sup>rd</sup> Mon. in Feb.</td> <td>Day after Thanksgiving Day</td> </tr> <tr> <td>Memorial Day – The last Mon. in May</td> <td>Christmas Eve – Dec. 24</td> </tr> <tr> <td>☞ Independence Day – July 4</td> <td>☞ Christmas Day – Dec. 25</td> </tr> <tr> <td>Labor Day – The 1<sup>st</sup> Mon. in Sept.</td> <td></td> </tr> </table> <p>☞ When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.</p> <p>Accessorial services performed on holidays are at <b>150%</b> of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.</p> | ☞ New Years Day – Jan. 1                              | Thanksgiving Day – The 4 <sup>th</sup> Thurs. in Nov. | Presidents' Day – The 3 <sup>rd</sup> Mon. in Feb. | Day after Thanksgiving Day | Memorial Day – The last Mon. in May | Christmas Eve – Dec. 24 | ☞ Independence Day – July 4 | ☞ Christmas Day – Dec. 25 | Labor Day – The 1 <sup>st</sup> Mon. in Sept. |  |  |
| ☞ New Years Day – Jan. 1   | Thanksgiving Day – The 4 <sup>th</sup> Thurs. in Nov. |   |  |                            |                                     |                         |                             |                           |   |  |  |
| Presidents' Day – The 3 <sup>rd</sup> Mon. in Feb.   | Day after Thanksgiving Day                            |   |  |                            |                                     |                         |                             |                           |   |  |  |
| Memorial Day – The last Mon. in May  | Christmas Eve – Dec. 24                               |   |  |                            |                                     |                         |                             |                           |   |  |  |
| ☞ Independence Day – July 4  | ☞ Christmas Day – Dec. 25                             |   |  |                            |                                     |                         |                             |                           |   |  |  |
| Labor Day – The 1 <sup>st</sup> Mon. in Sept.  |   |   |  |                            |                                     |                         |                             |                           |   |  |  |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |   |   |  |                            |                                     |                         |                             |                           |   |  |  |
| <b>ISSUED BY:</b><br><b>MTS FREIGHT</b><br><b>1414 N. Montana Ave.</b><br><b>Helena, MT 59601</b>  |   |   |  |                            |                                     |                         |                             |                           |   |  |  |

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| <b>SECTION 1</b>   |  |
| <b>RULES</b>   |  |
| <b><u>APPLICATION of TARIFF</u></b>  |  |
| <p>The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.</p>   | <b>150</b>                                     |
| <b><u>APPLICATION of RATES, GENERAL</u></b>  |  |
| <p>Except as otherwise specifically provided, rates referencing this Tariff:</p> <ol style="list-style-type: none"> <li>1: Are named in cents per unit specified;</li> <li>2: Include one pickup and/or delivery for each shipment;</li> <li>3: Do NOT include loading into NOR unloading from carrier's equipment.;</li> <li>4: Are for truck and driver ONLY;</li> <li>5: Are named and payable in lawful money of the United States;</li> <li>6: Do NOT include the return of pallets or dunnage;</li> <li>7: Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;</li> <li>8: Do NOT include traveling over unpaved roads;</li> <li>9: Are for shipments with maximum dimensions of:               <ol style="list-style-type: none"> <li>A: 14 feet in height from the ground to the top of the load;</li> <li>B: 60 feet in length;</li> <li>C: 8 feet 6 inches in width.</li> </ol> </li> <li>10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)</li> </ol> | <b>160</b>                                     |
| <b><u>ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES</u></b>  |  |
| <p>The carrier will not absorb Port or Rail Head or Yard charges of any sort or other accessorial charges or labor costs. <b>When not addressed elsewhere</b> in this publication, <b>110%</b> of any such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available. Such charges include but are not limited to:</p> <ol style="list-style-type: none"> <li>1: Port or rail head charges;</li> <li>2: Bridge, ferry, road, tunnel and turnpike tolls or charges</li> <li>3: Transceiver "Fax" fees or electronic mail access fees.</li> </ol>  | <b>300</b>                                     |
| <p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>  |  |
| <p><b>ISSUED BY:<br/>MTS FREIGHT<br/>1414 N. Montana Ave.<br/>Helena, MT 59601</b></p>   |  |

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| <b>RULES</b>  |                         |
| <b><u>BACKHAULS</u></b>   |                         |
| <p>Subject to the following conditions and other rules and regulations of this Tariff, when a shipper tenders a return shipment in conjunction with an outbound shipment for loading in equipment suitable to both shipments, the rate on the return shipment shall be computed at <b>75% of the applicable outbound rate</b>. Rates apply <b>ONLY</b>: When an outbound shipment is combined with a return shipment for which rates on each segment are provided; Subject to availability of equipment; and Subject to the conditions of Notes 1 to 4.</p> <p>NOTE 1: Backhaul rates apply <b>ONLY</b> when the return shipment is from a point within a 50 air mile radius of the initial shipment's point of destination back to a point within a 50 air miles radius of the initial shipment's point of origin.</p> <p>NOTE 2: Shipments moving under the provisions of this Item are subject to the minimum weights specified for each individual rate.</p> <p>NOTE 3: Bills of Lading must bear the notation, "This shipment to move under the provisions of Item 350 of carrier's Rules Tariff No. 100."</p> <p>NOTE 4: The return shipment must be available for loading within one (1) hour from the time the carrier tenders its equipment to the consignor of the return shipment. Delays in excess of one (1) hour allowable time will be charged for as provided in Item 500. The provisions of which Item will be assessed entirely to the return shipment.</p>   | <b>350</b>              |
| <b><u>BILL OF LADING - CORRECTIONS</u></b>  |                         |
| <p>Corrected bills of lading, or other written instructions from the consignor to change the freight charge collection status from 'collect' to 'prepaid', may be accepted only if received by the origin carrier within a period of 30 days from the date of the initial bill of lading.</p> <p>Corrected bills of lading or other written instructions to change the freight charge collection status from 'prepaid' to 'collect' will not be accepted once the shipment has been delivered.</p>  | <b>355</b>              |
| <b><u>BILL of LADING, GENERAL</u></b>   |                         |
| <p>This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.</p> <p>Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. <b>ONLY</b> carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. <b>NO</b> other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature <b>ONLY</b> acknowledges receipt of the freight and identifies the entity to deliver. It is <b>NOT</b> a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will <b>NOT</b> constitute an implied acceptance by the carrier.</p> <p>All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.</p> <p>Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.</p> <p>Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".</p> | <b>360</b>              |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>  |                         |
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| <b>RULES</b>   |   |
|  | <b>ITEM</b>   |
| <p style="text-align: center;"><b><u>CANCELING ORIGINAL and REVISED PAGES, METHOD of</u></b></p> <p>When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).</p> <p>Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.</p> <p>Examples: "Revision 1" will have the effect of canceling Original Page; "Revision 4" will have the effect of canceling Revision 3 of same version of page.</p> <p>EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.</p> | <b>382</b>  |
| <p style="text-align: center;"><b><u>CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT</u></b></p> <p>The minimum weight specified applies in connection with each vehicle used to transport the shipment.</p> <p>That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which can not be loaded into said vehicle will be charged for as a separate shipment.</p>  | <b>390</b>  |
| <p style="text-align: center;"><b><u>CHASSIS – OBTAINING of</u></b></p> <p>When carrier is requested to obtain a chassis or a container unit at a place other than the location of the container unit, a charge of <b>\$35.00</b> will be assessed for each such chassis obtained. Such charge will be in addition to all other applicable charges and will be assessed against the consignor. The provisions of this Item do NOT obligate the carrier to obtain chassis, if such chassis are not available.</p>   | <b>406</b>  |
| <p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>  |   |
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| SECTION 1   |  |
| RULES   |  |
| <u>CLAIMS and OVERCHARGES</u>   |  |
| <p>As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows:</p> <ol style="list-style-type: none"> <li>1: Such claims must be filed within <b>nine months</b> after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.</li> <p style="margin-left: 20px;">Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.</p> <li>2: Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.</li> <li>3: Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.</li> <li>4: Suits for overcharges shall be instituted against any carrier no later than <b>18 months</b> from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.</li> <li>5: Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than <b>18 months</b> from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid.</li> <li>6: Suits for loss, damage, injury or delay shall be instituted against any carrier no later than <b>two years and one day</b> from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid.</li> <li>7: Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business.</li> <li>8: All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business.</li> </ol> <p>This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer to Section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.</p> | <p><b>407</b></p>                              |

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**SECTION 1**

**RULES**

**ITEM**

**C. O. D. SHIPMENTS**

- 1: Collect on Delivery "COD" shipments will be accepted subject to the following table, subject to a minimum charge of **\$35.32**. Charges for collecting and remitting COD amounts will be assessed to the party paying the freight charges:

**430**

| When the amount collected is:  | Charge for collecting and remitting will be: |
|--|--|
| Up to \$700.00   | \$ 35.32                                     |
| \$ 701.01 to \$ 800.00   | \$ 40.34                                     |
| \$ 800.01 to \$ 900.00   | \$ 45.40                                     |
| \$ 900.01 to \$ 1000.00  | \$ 50.44                                     |
| Charges over \$ 1000.00 shall be computed at the ratio that \$50.44 bears to \$1000.00 |  |

- 2: The letters "C.O.D." must be stamped, typed or written on all bills of lading and shipping orders. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.
- 3: Unless the phrase "CASH ONLY" appears on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.'s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.

**COLLECTION & PAYMENT of CHARGES**

- 1: Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within **15 days** from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within **30 days** from the date on the carrier's invoice.
- 2: All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of **\$30.00** per check so rejected.
- 3: The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- 4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and **regardless of whether legal proceedings are instituted**. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- 5: This shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.
- 6: Third party billing will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.
- NOTE: Shipments subject to the provisions of this item must be billed as 'prepaid' and will not be accepted if the consignor executes Section 7 of the bill of lading.

**435**

**CONVENTIONS / EXHIBITION CENTERS**

Shipments to Conventions, Tradeshows, or Exhibition Centers will incur an additional charge of **\$ 125.00**.

**455**

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| SECTION 1  |   |
| RULES  | ITEM  |
| <b><u>CUSTOMS BOND SHIPMENTS</u></b>   |   |
| <p>1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of <b>\$80.00</b> per shipment will be assessed.</p> <p>2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.</p>   | <b>460</b>  |
| <b><u>DEADHEAD MILEAGE CHARGE</u></b>  |   |
| <p>When vehicles are not available in the immediate vicinity of the point of origin of a shipment, when requested by the shipper or consignee, carrier will move the nearest available equipment meeting the shipment's requirements to the point of origin. Mileage between the location of the available equipment at time of dispatch and the shipment's point of origin will be charged for at <b>\$1.50 per mile</b>. This "Deadhead Mileage Charge" will be in addition to all other applicable rates and charges.</p> <p>Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.</p>  | <b>470</b>  |
| <b><u>DELIVERY at DESTINATION WITHOUT RECEIPT</u></b>  |   |
| <p>When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.</p>  | <b>485</b>  |
| <b><u>DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS and SUBSISTENCE CHARGES</u></b>  |   |
| <p>1: <b>LOADING and UNLOADING</b><br/>Except as otherwise provided, rates referencing this Rules Tariff include two (2) hours for loading or waiting to load and two (2) hours for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded only one (1) hour free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of <b>\$18.75 per one-quarter (¼) hour or fraction thereof, subject to a Minimum Charge of \$75.00.</b></p> <p>2: <b>FERRY and GENERAL DELAY in TRANSIT</b><br/>Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of one (1) hour free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry. Also see Item 300.</p> <p>3: <b>UNPAVED ROADS</b><br/>This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.</p> <p>4: <b>CUSTOMS DELAYS</b><br/>This same charge will apply on all delays in excess of one (1) hour when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.</p> <p>5: <b>OVERNIGHT DRIVER SUBSISTENCE CHARGE</b><br/>When, for their sole convenience, the shipper or consignee requests that the carrier hold a driver and truck unit overnight for loading or unloading the following day at a location that precludes the driver's return to his terminal that evening, the party requesting said service will pay a driver subsistence charge in the amount of <b>\$45.00.</b></p> | <b>500</b>  |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |   |
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**SECTION 1**

**RULES**

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| <b><u>DETENTION WITHOUT POWER UNITS</u></b>   | <b>ITEM</b> |
| <p>1: All charges incurred due to the detention of chassis containers will be billed against the shipment.</p> <p>2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at <b>\$40.00</b> per each day of 24 hours or fraction thereof.</p> | <b>510</b>  |

|  |            |
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| <b><u>EMERGENCY TRIP</u></b>   |            |
| <p>When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall compute charges on the following basis, if such computation creates a greater charge than that otherwise provided, (Subject to Notes 1 and 2):</p> | <b>515</b> |

| ① NET CARRYING CAPACITY OF VEHICLE |                 | ② CHARGE PER ONE WAY MILE | ③ HOURLY CHARGE FOR OTHER SERVICES |
|------------------------------------|-----------------|---------------------------|------------------------------------|
| WEIGHT OVER                        | WEIGHT NOT OVER |                           |                                    |
| 0 Pounds                           | 5,000 Pounds    | \$ 2.60                   | \$ 30.45                           |
| 5,000 Pounds                       | 10,000 Pounds   | \$ 2.70                   |                                    |
| 10,000 Pounds                      | 15,000 Pounds   | \$ 2.80                   |                                    |
| 15,000 Pounds                      | 20,000 Pounds   | \$ 3.00                   |                                    |
| 20,000 Pounds                      | -               | \$ 3.40                   |                                    |

NOTE 1: The basis of charges provided in this Item shall apply ONLY when this service is requested by the shipper or consignee in writing. The bill of lading and freight bill must be marked or stamped and signed by the shipper:

**“EMERGENCY TRIP AGREED TO BY: \_\_\_\_\_ SHIPPER”**

NOTE 2: Rates in this Item are subject to a minimum charge of **\$275.00**.

① The net carrying capacity of a vehicle is the gross legal weight less the tare weight (unladen weight) of the vehicle.

② Charge is for line haul ONLY, including driver, and does NOT include other services.

③ The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the “per hour” charges named above. Extra labor shall be charged for as provided in Items 560 and 561. Time shall be recorded to the nearest unit of 6 minutes (1/10 hour).

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| <b>RULES</b>   |  | <b>ITEM</b>                       |
| <b><u>EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT</u></b>   |  |                                   |
| <p>Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..</p>   |  | <b>520</b>                        |
| <b><u>EXCLUSIVE USE of VEHICLE</u></b>   |  |                                   |
| <p>When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item will be billed at the applicable maximum legal carrying capacity of the vehicle for which the request is made or which is required to transport the shipment, whichever is greater.</p> <p><b>"EXCLUSIVE USE OF VEHICLE REQUESTED BY _____ SHIPPER"</b></p>                         |  | <b>550</b>                        |
| <b><u>EXTRA DRIVERS in SLEEPER CAB SERVICE</u></b>   |  |                                   |
| <p>When at the request of the shipper or the consignee, the carrier furnishes an extra driver to make up a sleeper team, such extra driver will be provided at an additional charge of <b>thirty (30¢) cents per mile</b>, in addition to all other applicable rates and charges.</p>  |  | <b>560</b>                        |
| <b><u>EXTRA LABOR</u></b>  |  |                                   |
| <p>Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item.</p> <p>At each location where extra labor is used, the charge therefor will be as follows:</p>  |  | <b>561</b>                        |
| <b>DAYS – HOURS</b>  | <b>CHARGE<br/>PER MAN PER HOUR<br/>OR FRACTION THEREOF</b> | <b>MINIMUM CHARGE<br/>PER MAN</b> |
| Monday through Friday<br>(Except Legal Holidays)<br>8:00 A.M. through 6:00 P.M.  | \$ 40 00   | 1 Hour                            |
| Monday through Friday<br>(Except Legal Holidays)<br>6:00 P.M. through 8:00 A.M.  | \$ 50.00   | 1 Hour                            |
| Saturday<br>or<br>Sunday   | \$ 50.00   | 4 Hours                           |
| Legal<br>Holidays<br>(As defined in Item 110)  | \$ 60.00   | 4 Hours                           |
| <p>Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.</p> <p>The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading.</p> |  |                                   |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |  |                                   |
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| <b>RULES</b>   | <b>ITEM</b>             |
| <b><u>FRACTIONS, DISPOSITION OF</u></b>  |                         |
| <p>1: When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.</p> <p>2: When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound.</p> <p>3: When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period.</p> <p>4: When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows:</p> <p style="margin-left: 20px;">A: Fractions of less than one-half (½) cent will be dropped.</p> <p style="margin-left: 20px;">B: Fractions of one-half (½) cent or greater will be increased to the next whole cent.</p> | <b>565</b>              |
| <b><u>IMPRACTICABLE OPERATIONS</u></b>   |                         |
| <p>Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.</p> <p>In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.</p> <p>Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.</p>                       | <b>570</b>              |
| <b><u>INACTIVITY</u></b>   |                         |
| <p>Carrier reserves the right to cancel negotiated pricing programs due to the lack of shipment activity over a ninety (90) consecutive day period.</p>  | <b>571</b>              |
| <b><u>INSIDE DELIVERY</u></b>  |                         |
| <p>Carrier will assess an Inside Delivery Fee of <b>\$ 4.20 per cwt.</b>, subject to a <b>\$ 39.00 minimum charge and a \$325.00 maximum</b> charge per shipment. This applies when Carrier delivers a shipment or portions of a shipment to positions that are located 30 feet or more from the delivery door or to any floor above or below the receiving area.</p>  | <b>573</b>              |
| <b><u>INTERNATIONAL BORDER CROSSINGS UNDER DISTANCE RATES</u></b>  |                         |
| <p>On shipments moving exclusively under distance rates, an additional charge of <b>seven (7) cents per 100 pounds</b> will be added to rates for the movement of cargo across international borders.</p>  | <b>575</b>              |
| <p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>  |                         |
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| <b><u>LICENSES – TEMPORARY HIGHWAY</u></b>  |                         |
| When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$25.00 for each license obtained will apply, in addition to the cost of the license and all other applicable charges.  | <b>580</b>              |
| <b><u>LIFTGATE SERVICE</u></b>  |                         |
| When a customer requests liftgate service, carrier will charge a flat fee of <b>\$ 20.00</b> per shipment.  | <b>585</b>              |
| <b><u>LIMITATION of LIABILITY</u></b>   |                         |
| <p>Carrier's limitations of liability are subject to two primary parts of the 49 U.S.C. 49 U.S.C. §13706 which deals with liability as to carrier freight charges; and 49 U.S.C. §14706 (c) (1) (A) and (B), (The Carmack Amendment), which is an amendment to the Interstate Commerce Act specifically covering a carrier's liability in connection with the bill of lading. The carrier has specific limitations to liability under common law which are outlined in the Bill of Lading Terms and Conditions contained herein.</p> <p>Carrier liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or \$5.00 per pound (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of \$0.50 per pound. Personal Effects and/or Household Goods will be valued at \$0.10 per pound. Spot Quote rated shipments shall have a maximum liability of \$0.50 per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$0.50 per pound. Carrier's maximum liability per occurrence shall not exceed \$100,000.00.</p> <p>Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed \$0.50 per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.</p> <p>Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.</p> <p>Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.</p> | <b>600</b>              |
| <b><u>LIMITED ACCESS PICKUP or DELIVERY</u></b>   |                         |
| When carrier performs pickup or delivery service at non-commercial locations with limited access, such as construction sites, mine sites, churches, schools, etc., an additional <b>\$35.00</b> charge will be assessed per shipment.   | <b>603</b>              |
| <b><u>LONG FREIGHT</u></b>  |                         |
| Shipments of long freight will be assessed an additional charge of <b>\$50.00</b> . Long freight is defined as a piece of freight that exceeds 14 feet in length.   | <b>605</b>              |
| <b><u>LTL SHIPMENTS MOVING UNDER a FLAT MINIMUM CHARGE</u></b>  |                         |
| When the carrier is able to move a small Less Than Truckload "LTL" shipment of less than 2,000 pounds weight in conjunction with other shipments not moving under the rate in this Item, and when the additional distance required to complete delivery of the said small LTL shipment does not increase the miles traversed to complete delivery of the other shipment by more than five (5%) percent; carrier shall transport the small LTL shipment of less than 2,000 pounds weight at a flat minimum charge rate of <b>\$85.00</b> .   | <b>610</b>              |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>  |                         |
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| <b><u>MARKING, TAGGING, SORTING or SEGREGATING FREIGHT</u></b>   |   |
| Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of <b>\$1.50</b> per 100 pounds, subject to a minimum charge of 100 pounds.  | <b>620</b>  |
| <b><u>MAXIMUM CHARGE</u></b>   |   |
| In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.  | <b>630</b>  |
| <b><u>MIXED SHIPMENTS</u></b>  |   |
| Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.  | <b>642</b>  |
| <b><u>NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT</u></b>   |   |
| When a shipper's bill of lading requests/requires Carrier to notify or make an appointment with consignee prior to delivery, or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge of <b>\$ 17.84</b> per shipment will apply and be billed to the party responsible for the line haul charges on the bill.   | <b>655</b>  |
| <b><u>OVER DIMENSION FREIGHT</u></b>   |   |
| <p>1: <b>OVERHEIGHT CHARGES:</b><br/>Any shipment which is more than 14 feet in height from the ground to the top of the load, when loaded on carrier's equipment, will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 14 feet.</p> <p>2: <b>OVERLENGTH CHARGES:</b><br/>Any shipment which is more than 60 feet in length will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 60 feet.</p> <p>3: <b>OVERWIDTH CHARGES:</b><br/>Any shipment which is more than 8 feet 6 inches in width will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 8 feet 6 inches.</p> <p><b>NOTE</b> Charges contained herein are additive. A shipment may be subject to Overheight, Overlength, and Overwidth Charges.</p> | <b>670</b>  |
| <b><u>PAYMENT of FREIGHT CHARGES</u></b>   |   |
| Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.   | <b>720</b>  |
| See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.   |   |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |   |
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| <b><u>PERMITS, SPECIAL</u></b>  |   |
| <p>When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus <b>\$30.00</b> for the account of the shipper or consignee.</p>   | <b>740</b>  |
| <b><u>PICKUP or DELIVERY ABOVE or BELOW the ENTRY FLOOR</u></b>   |   |
| <p>For pickup or delivery made above or below the entry floor, add <b>\$2.60 per carry for each flight</b>. One "Flight" shall be defined as either:</p> <p>A: One inside movement from one complete floor to the next floor or story; or</p> <p>B: One elevator trip.</p>  | <b>751</b>  |
| <b><u>PICKUP or DELIVERY OUTSIDE REGULAR BUSINESS HOURS</u></b>   |   |
| <p>Carrier's normal business hours are Monday-Friday, 8 AM – 6 PM.</p> <p>Delivery required outside normal business hours on Monday-Friday will be made for an additional \$150.00.</p>   | <b>753</b>  |
| <b><u>PICKUP or DELIVERY on SATURDAYS, SUNDAYS or LEGAL HOLIDAYS</u></b>  |   |
| <p>1: The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.</p> <p>2: Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional <b>\$ 392.91</b> per pickup or delivery.</p> <p>3: Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.</p> <p>4: See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.</p> | <b>754</b>  |
| <b><u>PILOT or FLAG CAR SERVICE</u></b>   |   |
| <p>When the use of a pilot or flag car(s) is required in the transportation of a shipment, such car(s) and driver(s) shall be furnished by the shipper or consignee, except that, if requested by the shipper or consignee, carrier will arrange for such pilot or flag car(s) and will advance the <b>cost to the carrier for such service, plus \$15.00</b> for the account of the shipper or consignee.</p>  | <b>760</b>  |
| <p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>   |   |
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| <b><u>PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED</u></b>  |   |
| <p>Unless otherwise provided, the following property will not be accepted for shipment:</p> <p>A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.</p> <p>B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.</p> <p>C: Livestock and household pets will NOT be accepted for transportation.</p> <p>Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.</p> | <b>780</b>  |
| <b><u>PROOF of DELIVERY</u></b>   |   |
| <p>The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of <b>\$10.00</b> per Proof of Delivery "POD" request.</p>  | <b>784</b>  |
| <b><u>PROTECTION from HEAT or COLD</u></b>  |   |
| <p>Unless otherwise provided for, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection for at the additional rate of <b>\$1.97 cwt, subject to a Minimum Charge of \$20.19</b> per shipment. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.</p>  | <b>810</b>  |
| <b><u>QUOTATION OF ESTIMATED CHARGES</u></b>  |   |
| <p>1: When carrier has furnished, written or not, an estimate of the applicable charges, such an estimate will be given on the basis of such charges effective at the time of the quote as applicable to those facts concerning the shipment(s) which are made know to carrier.</p> <p>2: Estimates of freight charges are furnished as a convenience to the parties concerned and represent nothing more than a non-binding approximation of freight charges.</p> <p>3: All transportation charges on a shipment will be assessed on the basis of the legal provisions in effect at the time of shipment, as applicable to the commodity(s) shipped and transportation service(s) performed therewith.</p>   | <b>830</b>  |
| <b><u>RECONSIGNMENT / DIVERSION</u></b>   |   |
| <p>If outside the original delivery terminal service area, the tariff or contract rate from origin to reconsignment point plus the tariff or contract rate from reconsignment point to ultimate destination will apply. If within original terminal delivery area <b>prior</b> to tender of delivery, a fee of <b>\$ 25.00</b> will be assessed. If within original terminal delivery area <b>after</b> tender of delivery, a charge of <b>\$ 3.00 per cwt.</b>, subject to a <b>\$ 65.00 Minimum Charge</b> will apply. A change in consignee, but not place of delivery, will warrant a \$15.00 charge, as long as delivery was not attempted.</p>  | <b>840</b>  |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>  |   |
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| <b><u>REDELIVERY, RETURN SHIPMENTS, and STORAGE</u></b>  |                         |
| <p>1: Shipments which can not be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.</p> <p>2: In the event that redelivery is subsequently accomplished, an additional charge of <b>\$75.00</b> will be assessed, except that shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.</p> <p>3: <b>24 hours</b> after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.</p> <p>4: Shipments returned to the shipper will be charged for such return at an additional <b>75%</b> of the outbound rate.</p>   | <b>860</b>              |
| <b><u>REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.</u></b>   |                         |
| <p>Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.</p> <p>When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.</p>   | <b>870</b>              |
| <b><u>RESIDENTIAL LIFTGATE</u></b>   |                         |
| For use of liftgate at a residential address, Carrier will charge <b>\$ 20.00</b> per shipment.  | <b>875</b>              |
| <b><u>RESIDENTIAL PICK-UP or DELIVERY</u></b>  |                         |
| For Residential Pick-up or Delivery service, Carrier will charge <b>\$ 70.00</b> per shipment.   | <b>880</b>              |
| <b><u>SHIPPER'S LOAD and COUNT – SL&amp;C</u></b>  |                         |
| <p>When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.</p> <p>When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.</p> | <b>884</b>              |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |                         |
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| <b><u>SIGNATURE AND TALLY RECORD (STR)</u></b>   |  |
| <p>1: <b><u>Definition:</u></b></p> <p>A service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.</p> <p>Each person responsible for the shipment whereon this service is requested will sign a written record of receipt while such shipment is in possession of the carriers or its agent, and carrier or its agent will secure signature for such written record of receipt from consignee or its agent.</p> <p>2: <b><u>Annotation:</u></b></p> <p>A: Shipper or its agent must place and sign the following annotation on the bill of lading:</p> <p style="padding-left: 40px;">Signature and Tally Record Requested,</p> <p style="padding-left: 40px;">Date _____ Signed _____ Title _____</p> <p>B: In the event special circumstances require notice to consignor, Government Bill of Lading (GBL) will be annotated: "Notify consignor at any time of the day from each point where signature and tally service is to be provided."</p> <p>3: <b><u>Form Required:</u></b></p> <p>DD Form 1907, Signature and Tally Record, provided by the shipper, will be used.</p> <p>A: When STR service is requested by the shipper and the signature and tally record is furnished, carrier or its agent will require each person responsible for the shipment such as the terminal manager, pick up, delivery and road drivers, and dock foreman to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or its agent on delivery.</p> <p>B: The initial signature on the DD Form 1907 should be the same as that of the carrier's agent on the Government Bill of Lading.</p> <p>C: In terminal areas, the vehicle containing the STR shipment must be under the control of the last person signing the DD Form 1907.</p> <p>4: Carrier must be able to trace a shipment in less than 24 hours.</p> <p>5: Carrier or its agent will provide immediate notification to consignee if the shipment cannot reach consignee within 24 hours of agreed time of arrival.</p> <p>6: <b><u>Basis of charges:</u></b></p> <p>In addition to all rates and charges for transportation, STR shipments provided at shipper's request will be subject to a charge of <b>\$1.74 cwt</b>, subject to a per shipment/vehicle <b>Minimum Charge of \$104.06 and Maximum Charge of \$312.11</b>. If a vehicle contains more than one shipment for which signature and tally record has been requested, each such shipment will be subject to a separate charge for the signature and tally record.</p> | 887  |
| <b><u>SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS</u></b>  |  |
| <p>Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at <b>carrier cost plus 10%</b> on the freight bill. (Also see Item 300 of this Rules Tariff)</p>  | 890  |
| For explanation of abbreviations and reference marks not explained on this page, see last page.  |  |
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| <b><u>STOPOFFS, SPLIT PICKUPS, SPLIT DELIVERIES, and DIVERSION:</u></b>  |   |
| <p>1: When confirmed in writing to the carrier, Prepaid shipments, NOT subject to COD collection, may be stopped in transit to complete loading or to partially unload. Charges will be based on the rate on the greatest weight for any portion of the entire movement.</p> <p>2: "Split Pickups" or "Split Deliveries" at more than one address within an incorporated city or town will be subject to the charges named herein.</p> <p>3: "Reconsignment" or "Diversion" meaning a change in the name of consignee and/or destination of the shipment or additional movement necessary to affect delivery will also be subject to the charges named herein.</p> <p>4: Charges will be assessed on the basis of the through rate from point of origin to final destination, plus a charge of <b>\$50.00</b> for each stop to complete loading or to partially unload <b>and</b> for each reconsignment or diversion plus <b>\$1.50</b> per excess mile.</p> <p>"Excess Mileage" shall be defined as the mileage from point of origin to diversion point , plus the mileage from diversion point to final destination, minus the direct mileage from point of origin to final destination, computed using the carrier's "Mileage Guide" listed in Item 100 of this Rules Tariff.</p> <p>5: When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 500 of this Rules Tariff.</p> | <b>900</b>  |
| <b><u>STORAGE</u></b>  |   |
| Carrier will store freight at \$ 5.00 per cwt per 24 hrs., subject to a Minimum Charge of \$ 20.00 per day. Storage charges shall commence after three working days of free time.  | <b>905</b>  |
| <b><u>SUMMARY INVOICES</u></b>   |   |
| At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.  | <b>910</b>  |
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| <b>RULES</b>   |                            |
| <b>TARPING CHARGE</b>  |                            |
| <p>Truckload shipments loaded in open top or flatbed vehicles, moving under rates and provisions referencing this Tariff, will be tarped by this carrier. The following Tarp Charges shall be made for each vehicle so tarped, (See Exception). Load specification will determine the style of tarp used:</p>  |                            |
| <b>TARP STYLE</b>  | <b>VEHICLE TARP CHARGE</b> |
| 14 Foot X 28 Foot – “Steel Tarps”  | \$ 35.00                   |
| 26 Foot X 29 Foot – “Machinery / Lumber Tarps”   | \$ 50.00                   |
| <p><b>EXCEPTION:</b> When the shipper places a notation on the Bill of Lading, either that the shipper will tarp the shipment or that the shipment does NOT require such protection, this charge will NOT apply.</p>   |                            |
| <b>VEHICLES FURNISHED, BUT NOT USED</b>  |                            |
| <p>When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment’s next pickup point or hometown terminal, whichever is nearer, at a rate of <b>\$1.50 per mile</b>, subject to a <b>Minimum Charge of \$75.00</b>.</p>   |                            |
| <b>DIMENSIONAL WEIGHT, COMPUTATION of</b>  |                            |
| <p>Except as otherwise provided, when carrier’s rates or charges (except minimum charges per shipment) provided are stated to be assessed on the basis of <b>Cubic Dimensional Weight – CDW</b>, the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.</p> <p>A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.</p> <p>B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of: <b>Length (in inches) X Width (in Inches) X Height (in inches) ÷ 194 = CDW</b></p> |                            |
| <b>WEIGHTS – GROSS WEIGHTS USED</b>  |                            |
| <p>Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.</p> <p>When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus <b>\$25.00</b>.</p> <p>All shipments are subject to weight verification by carrier.</p>  |                            |
| <b>WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS</b>  |                            |
| <p>Rates referencing this Tariff are subject to a minimum weight of <b>714</b> pounds per lineal foot or fraction thereof of trailer space occupied.</p>   |                            |
| <b>WEIGHT in the CALCULATION of PALLET RATES</b>   |                            |
| <p>In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit or fraction thereof.</p>  |                            |
| <b>WEIGHT or INSPECTION FEE</b>  |                            |
| <p>A \$15.50 fee will apply to any freight bill requiring an adjustment to charges due to a reweigh or inspection when the net freight charges are increased by \$15.50 or more as a result of the reweigh or inspection.</p>  |                            |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |                            |
| <p><b>ISSUED BY:</b><br/> <b>MTS FREIGHT</b><br/>                 1414 N. Montana Ave.<br/>                 Helena, MT 59601</p>   |                            |

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| <b>SECTION 2</b>   |                      |                         | <b>ITEM</b>   |
| <b>BILL of LADING</b>  |                      |                         | <b>2100</b>   |
| <b><u>BILL of LADING CONTRACT TERMS and CONDITIONS:</u></b>  |                      |                         |   |
| <p><b>Sec. 1.</b> (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.</p> <p>(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.</p> <p><b>Sec. 2.</b> Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with <b>reasonable dispatch</b>. In the case of physical necessity, the carrier may forward a shipment via another carrier.</p> <p><b>Sec. 3.</b> (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.</p> <p>(b) Claims for loss or damage must be filed within <b>nine months</b> after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.</p> <p>(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than <b>two years and one day</b> from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.</p> <p>(d) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, <b>PROVIDED</b>, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.</p> <p><b>Sec. 4.</b> (a) If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to delivery the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the <b>next business day</b> following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.</p> <p>(b) If the carrier does not receive disposition instructions within <b>48 hours</b> of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within <b>10 days</b> of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.</p> <p>(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods can not be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.</p> <p>(d) Where the carrier is directed by the consignee or shipper to unload or delivery property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.</p> |                      |                         |   |
| (Continued on next page)   |                      |                         |   |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>   |                      |                         |   |
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| <b>SECTION 2</b>  |   |
| <b>BILL of LADING</b>   |   |
| <b>ITEM</b>   |   |
| <b>2100</b>   |   |
| <b><u>BILL of LADING CONTRACT TERMS and CONDITIONS:- Concluded</u></b>  |   |
| <p><b>Sec 5.</b> (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.</p> <p>(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.</p> <p><b>Sec. 6.</b> Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner’s risk and expense or destroyed without compensation.</p> <p><b>Sec. 7.</b> (a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.</p> <p>(b) Notwithstanding the provisions of subsection (a) above, the consignee’s liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.</p> <p>(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier’s bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.</p> <p><b>Sec. 8.</b> If the carrier’s bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper’s signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of the carrier’s bill of lading as fully as if the same were written on or made in connection with the carrier’s bill of lading.</p> <p><b>Sec. 9.</b> If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the “Carriage of Goods by Sea Act” and any other pertinent laws applicable to water carriers.</p> |   |
| <b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>  |   |
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**SECTION 3**

**EXPLANATION OF ABBREVIATIONS USED IN TARIFFS**

|  |  |
|--|--|
| AKA .....Also Known As                                 | LBS. .... Pounds                                 |
| Bbl(s) ..... Barrel(s)                                 | LCL .....Less Than Container Load                |
| C. .... Hundred Pounds                                 | LTL ..... Less Than Truck Load                   |
| CDW ... Cubic Dimensional Weight or Dimensional Weight | M. .... Thousand Pounds                          |
| Chg(s) ..... Charge(s)                                 | MAX. ....Maximum                                 |
| C.O.D. .... Collect on Delivery                        | MIN. ....Minimum                                 |
| Conc. .... Concluded                                   | NMFC ..... National Motor Freight Classification |
| Cont. ....Continued                                    | NOI ..... Not Otherwise Indicated in This Tariff |
| CWT .. Cents per Hundred-Weight / Cents per 100 Pounds | NOS ..... Not Otherwise Specified in This Tariff |
| F.C.C.O.D. .... Freight Charges Collect on Delivery    | POD .....Proof of Delivery                       |
| FF ..... Folded Flat                                   | REV. .... Revision                               |
| FPO .....Fleet (Naval) Post Office                     | RS or L ..... Other Articles Rated Same or Lower |
| Gr. .... Group   | SCAC .....Standard Carrier Alpha Code            |
| Incl. .... Inclusive                                   | SL&C .....Shipper's Load and Count               |
| KD .....Knocked Down                                   | TL ..... Truckload                               |
| KDF .....Knocked Down Flat                             | Viz. .... Namely                                 |
|  | Vol. .... Volume                                 |
|  | WT .....Weight                                   |
|  | MIN. ....Minimum                                 |

**EXPLANATION OF REFERENCE MARKS USED IN TARIFFS**

|   |   |
|---|---|
| ◆ ..... Reduction   | ▲ .....Denotes changes in wording which result in neither increases nor reductions in charges |
| ◆ ..... Increase  | ● .....No Increase  |
| § ..... Addition  | ■ ..... Page <b>without</b> substantive change.   |
| <input checked="" type="checkbox"/> .....Same <b>Issued Date</b> as Original Title Page | <input checked="" type="checkbox"/> .....Same <b>Effective Date</b> as Original Title Page    |
| < ..... Less Than   | > ..... Greater Than  |
| <= ..... Less Than or Equal to  | >= .....Greater Than or Equal to  |

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**SUMMARY TABLE**

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

| SERVICE  | CHARGE                             | MINIMUM CHARGE        | ITEM       |
|--|------------------------------------|-----------------------|------------|
| Backhauls  | 75% of outbound rate               | Must see Item         | <b>350</b> |
| C.O.D. (Collect on Delivery)                         | See Item                           | \$ 35.32              | <b>430</b> |
| Chassis, Obtaining of                                | \$ 35.00 per chassis               | \$ 35.00              | <b>406</b> |
| Customs Bond Shipments                               | \$ 80.00 per shipment              | \$ 80.00              | <b>460</b> |
| Deadhead Mileage                                     | \$ 1.50 per mile                   | Must see Item         | <b>470</b> |
| Detention or Delay                                   | \$ 18.75 / ¼ hour after free time  | \$ 75.00              | <b>500</b> |
| Detention Without Power Units                        | \$ 40.00 / 24 hrs after 24 hrs     | \$ 40.00              | <b>510</b> |
| Diversion or Reconsignment                           | \$ 50.00 / stop & Excess Mileage   | Must see Item         | <b>900</b> |
| Liftgate Service                                     | \$ 20.00                           | \$ 20.00              | <b>585</b> |
| LTL Shipment Moving Under Floor Minimum Charge       | \$ 85.00 per shipment              | Must see Item         | <b>610</b> |
| Marking, Tagging, Sorting of Freight                 | \$ 1.50 per CWT                    | \$ 1.50               | <b>620</b> |
| Overnight Driver Subsistence Charge                  | \$ 45.00 per night                 | \$ 45.00              | <b>500</b> |
| Permits, Special                                     | Cost plus \$ 30.00 per permit      | \$ 30.00              | <b>740</b> |
| Pickup or Delivery Above or Below Entry Floor        | \$ 2.60 per carry per stair flight | \$ 2.60               | <b>751</b> |
| Pickup or Delivery on Saturdays, Sundays, Holidays   | \$ 392.91 per P/U or Delivery      | ( Also See Item 110 ) | <b>754</b> |
| Pilot or Flag Car Service                            | Cost + \$ 15.00                    | \$ 15.00              | <b>760</b> |
| Proof of Delivery after 1 free POD / shipper / month | \$ 10.00 per POD                   | \$ 10.00              | <b>784</b> |
| Redelivery, Return Shipments, and Storage            | \$ 75.00 per Redelivery Attempt    | Must see Item         | <b>860</b> |
| Special Services                                     | Cost + 10%                         | Must see Item         | <b>890</b> |
| Stop Offs, Split Pickups, and Split Deliveries       | \$ 50.00 / stop & Excess Mileage   | Must see Item         | <b>900</b> |
| Weighing, (Also See Items 991 and 992)               | \$ 25.00 per weighing              | \$ 25.00              | <b>993</b> |
| Weight or Inspection Fee                             | \$ 15.50                           | Must See Item         | <b>994</b> |

| EXTRA LABOR<br>DAYS – HOURS    | CHARGE<br>PER MAN PER HOUR<br>OR FRACTION THEREOF | MINIMUM CHARGE<br>PER MAN | 561 |
|--------------------------------|---|---------------------------|-----|
| Monday – Friday, 8 AM to 6 PM  | \$ 40 00  | 1 Hour                    |     |
| Monday – Friday, 6 PM to 8 AM  | \$ 50.00  | 1 Hour                    |     |
| Saturday or Sunday             | \$ 50.00  | 4 Hours                   |     |
| Legal Holidays, (See Item 110) | \$ 60.00  | 4 Hours                   |     |

This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

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