



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

AMH

May 31, 1990

IN REPLY PLEASE
REFER TO OUR FILE

R-16

James W. Patterson, Esquire
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106

Re: A-00109220 - Bradway, Inc.

Dear Mr. Patterson:

Under date of May 17, 1990, the Secretary's office transmitted to you the Commission's compliance order of May 10, 1990, evidencing approval of the above application which is in effect a transfer of the rights formerly held by Bradway Trucking, Inc. at A-00106671, F. 1 and F. 2. The letter transmitting the order directs attention to the requirement for the filing of a tariff.

Pa. Code, Title 52, Section 23.13(c) provides that in the case of change in ownership, etc., if feasible to do so, the tariffs of the former operator shall be adopted by the new operator. In this instance, however it is not possible to meet the tariff requirements by the adoption of the former schedule for the reason that new contracts will be executed between the shipper and the carrier.

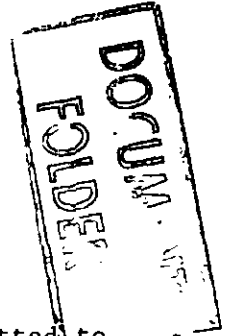
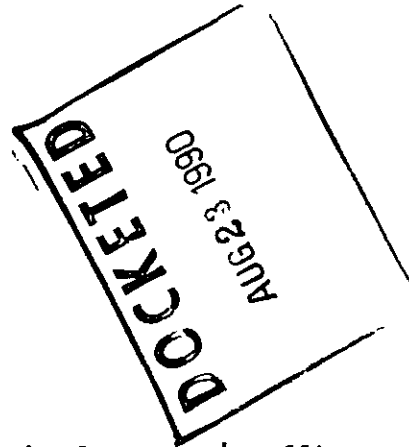
It will be necessary, therefore, to prepare and file a new schedule to be designated as Contract Pa. P.U.C. No. 1 and 2, to provide for the rates as named in the contract.

Very truly yours,
Barry L. Ernst, Director
Bureau of Transportation

By: Joseph M. Machulsky, Chief
Financial Document Section

cc: Bradway, Inc.
Morton Avenue
P.O. Box 385
Rosenhayn, NJ 08352

Contact Person: G.B. Harry
(717) 783-5937



KJR

EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

A-00109220
Docket Number

Bradway, Inc.
Morton Avenue
P.O. Box 385
Rosenhavn, NJ 08352

Applicant/Attorney

James W. Patterson, Esquire
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106

**DOCUMENT
FOLDER**

Commission Order Adopted: May 10, 1990

Extension of time until: August 31, 1990

Reason for Extension: Needs more time

Outstanding Requirements: Tariff, Insurance, Contracts

Requested By: Edward Ciemniecki, Esquire

DOCKETED
OCT 10 1990

Approval given by:

Elizabeth McConnell Ditzler
Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366

JPS

MIDOR CARRIERS SERVICE BUREAU, INC.

Pennsylvania's Oldest Tariff Bureau

JAMES P. SHERRY, President

(215) 521-2910

KENNETH D. SATALOFF, Executive Vice President

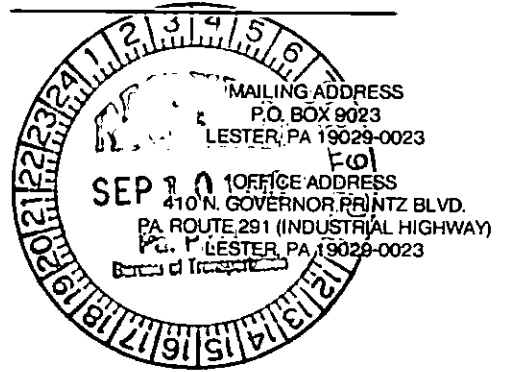
FAX

(215) 521-6269

CHARLENE M. SHERRY, Vice President

JAMES H. SWEENEY

Registered Practitioner Before
The Interstate Commerce Commission



September 5, 1990

Mr. Peter Marzolf
Pennsylvania Public Utility Commission
Technical Review
Room 408
P. O. Box 3265
Harrisburg, PA 17120

Re: Bradway, Inc.
Permit A-00109220

Dear Pete:

I am enclosing two separate contracts between Bradway, Inc. and its shippers, The Pillsbury Company and the Oscar Mayer Food Corporation for your files.

These new contracts were issued in conformity with the Order by the Commission under Permit A-00109220, order entered dated May 17, 1990. The corresponding Schedules of Rates for Bradway, Inc. for these two shippers have been filed with the Tariff Bureau this same date.

Thank you.

Sincerely,

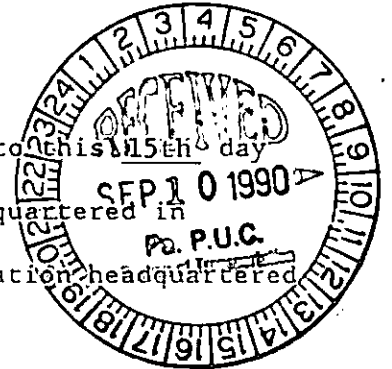
James P. Sherry
President

JPS:cms
Enc.

**DOCUMENT
FOLDER**

MOTOR FREIGHT AGREEMENT

This Motor Freight Agreement ("Agreement") is entered into on this 15th day of August, 1990 by and between The Pillsbury Company, headquartered in Minneapolis, Minnesota and Bradway, Inc., a corporation headquartered in Rosenhayn, New Jersey ("Carrier").



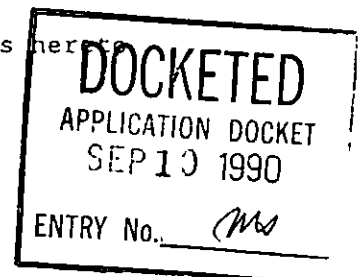
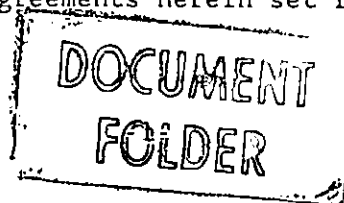
RECITALS

A. Carrier desires to furnish motor carrier services for Pillsbury, as Pillsbury shall direct, for the transportation of various raw materials, food ingredients, packaging, and related products ("Supplies") and/or frozen or non-frozen foodstuffs ("Commodities").

B. In order to induce Pillsbury to enter into the following Agreement, Carrier warrants and represents to Pillsbury that it has obtained all necessary permits, licenses and authorities in order that it may engage in the necessary furnishing of the services set forth herein and that it has valid rates filed in full force and effect in all states where such rates are required.

C. Pillsbury desires to utilize the motor carrier services of Carrier for the transportation of its Supplies and/or Commodities by offering Carrier the opportunity to first transport the Supplies and/or Commodities before the services of any other motor carrier are utilized, so long as Carrier complies with each of the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and of the rates and charges set forth in Appendix A (Other Carrier Charges and Contracted Lane Awards) and the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:



Article 1

The term of the Agreement will commence as of the date of its execution and shall continue for a period of twelve (12) months, together with the number of days remaining in the calendar month if this Agreement is signed on other than the first day of this month; PROVIDED, HOWEVER, this Agreement shall be automatically renewed for successive terms of twelve (12) months each, and provided further that at or about the end of any such term Pillsbury shall solicit proposals from competing carriers for improved rates and/or service whereupon Carrier shall have first opportunity to modify terms of this Agreement to match any proposal for lower rates and/or better service submitted pursuant to the solicitation, failing which Pillsbury may thereupon terminate this Agreement upon sixty (60) days written notice. Notwithstanding anything herein to the contrary, either party may terminate this Agreement, without cause, by giving the other party sixty (60) days written notice of its intent to terminate. Any notice herein provided shall be in writing and sent to the parties entitled to receive notice at its address set forth in this Agreement. Notwithstanding the sixty (60) days written notice of termination provision contained above, such notice shall not be required in the event this Agreement is terminated pursuant to the provisions of Article 5, 8, or 17, hereof.

Article 2

Carrier agrees to provide Pillsbury services consisting of the transportation by full truck load of Supplies and/or Commodities as Pillsbury may request from the vendor origin mileage groups to the Pillsbury destination plant groups and/or from the Pillsbury point of origin to destination groupings outlined in Appendix A (Contracted Land Awards) such Supplies and/or Commodities will be transported with reasonable dispatch in strict compliance with the

provisions of Appendix B (General Service Requirements.) Delivery of the Supplies and/or Commodities will be effected in good order and condition to Pillsbury or to the consignee at the destination designated by Pillsbury. It is expressly understood and agreed by Carrier that time is of the essence to the performance of its obligations hereunder and that Pillsbury is relying upon this covenant of Carrier in entering into this Agreement.

Article 3

Carrier shall invoice each Pillsbury destination plant by shipment upon delivery for each individual movement of Supplies, and/or Carrier shall invoice Pillsbury by shipment as movements occur for all Commodities transported by Carrier for Pillsbury based on the rates and charges set forth in Appendix A (Other Carrier Charges and Contracted Lane Awards.) Pillsbury agrees to pay Carrier's invoice within thirty (30) days after receipt of said invoice, provided the invoice contains Pillsbury's Shipment Number, Ship Date and other pertinent shipment data. Pillsbury may off-set any loss or damage claims on shipments handled by Carrier by deduction of said amounts from any freight charges due, as provided in Item 10 of Appendix B (General Service Requirements.)

Article 4

Rate adjustment may be made during the term of this Agreement only by written amendment signed by both parties which shall be made a part of Appendix A (Other Carrier Charges and/or Contracted Lane Awards) subject to all necessary governmental agency approvals, permits and rate filings, if required.

Article 5

No guarantee or representation, either express or implied, is made by Pillsbury as to any specific tonnage of Supplies and/or Commodities to be

transported under this Agreement. Provided Carrier is not in default, Pillsbury will attempt to tender Carrier a minimum of 80% of all tonnage to be transported by full truck common carriage on the traffic routes between the origin(s) and destination groupings outlined in Appendix A (Contracted Lane Awards) when the carrier is designated as the Contract Carrier. Appendix A (Contracted Lane Awards) will also include "Rate Agreements" with the carrier designated in a back-up status to the Contract Carrier. The minimum percentage of tonnage shall be based on the shipments of Supplies and/or Commodities on the Lanes during the six month calendar period immediately preceding the month for which the calculation is to be made. The exclusive remedy of the Carrier in the event that Pillsbury does not attempt to tender Carrier the minimum percentage shall be to cancel this Agreement upon ten (10) days written notice to Pillsbury, and all other remedies, statutory or otherwise, are hereby expressly waived by Carrier. Because of the nature of this Agreement and the circumstances peculiar to it, the Carrier further acknowledges that this exclusion of remedies is neither unreasonable nor unconscionable.

Article 6

Carrier agrees to assume all liability for loss or damage for all Supplies and/or Commodities while under its care, custody and control and shall, upon demand, pay Pillsbury for such goods as are lost, damaged or destroyed including, but not limited to, the cost of the Supplies and/or Commodities as set forth on invoices furnished Pillsbury by vendors and/or on Pillsbury's price list in effect as of the date of loss or damage together with all out-of-pocket expenses related to replacement thereof. Loss and damage claims shall be handled as provided in Item 10 of Appendix B (General Service Requirements). Pillsbury shall assume full responsibility for, and possession of, all Supplies and/or Commodities involved in any loss or damage under this Agreement and shall be

exclusive judge of the disposition of such Supplies and/or Commodities, allowing Carrier salvage, if any, actually obtained by Pillsbury.

Article 7

Carrier shall not be liable to Pillsbury for failure to provide transportation services as required by this Agreement by reason of a cause or causes beyond the Carrier's reasonable control by reason including strike, riot, civil commotion, Act of God or any other cause beyond the reasonable control of the Carrier, provided Carrier notifies Pillsbury in writing thereof within twenty-four (24) hours of the onset of the interruption. For so long as Carrier is unable to provide transportation services to Pillsbury hereunder, Pillsbury's obligations set forth in Article 5 shall not apply. Carrier shall promptly notify Pillsbury in writing of the cessation of the cause or causes of any such interruption, whereupon this Agreement shall continue thereafter in effect unless otherwise terminated according to its terms.

Article 8

Whenever requested by Pillsbury, Carrier shall furnish transportation for Supplies and/or commodities under this Agreement, and further agrees that whenever requested to furnish such transportation with previous day notification service shall be provided at a minimum of 95% of the shipments tendered in any calendar month. In the event Carrier does not meet the 95% commitment, Pillsbury shall have the option to cancel this Agreement immediately upon written notice to Carrier without recourse by Carrier

Article 9

It is agreed and understood that Carrier is entering into this Agreement as

an independent contractor and that all personnel engaged in work to be performed under the terms of this Agreement shall be considered as employees or agents of the Carrier. Pillsbury has no control whatsoever over the means and manner of performance of Carrier's obligations hereunder. Such areas of responsibility are solely Carrier's, including but not limited to driver selections, scheduling routes of travel, insurance of the motor vehicles and trailers owned or operated by Carrier, working capital needs of Carrier and the like. Under no circumstances shall Carrier's agents and employees be construed or considered to be employees of Pillsbury. Carrier agrees to indemnify, defend and hold Pillsbury harmless from any claim, finding, or determination that Carrier is not an independent contractor for any purpose whatsoever, including reimbursement of any attorneys' fees incurred by Pillsbury.

Article 10

Carrier and Pillsbury shall comply with all federal, state and local laws and regulations applicable to the relationships created under this Agreement, including any rate or contract filing requirements, and with the terms of any Uniform Straight Bill of Lading issued with respect to any shipments; PROVIDED, HOWEVER, that in the event of any conflict whatsoever with any of the terms or conditions of this Agreement, the terms and conditions of this Agreement shall in every case prevail except only as specifically superseded and pre-empted by federal, state or local laws or regulations.

Article 11

Carrier shall at its sole expense obtain any and all licenses, permits, and certificates of any sort or nature whatsoever necessary for the execution and

performance of this Agreement and hereby warrants that all operating authority shall be in full force and effect on or before the date it commences transportation services pursuant to this Agreement. Upon request, copies of any licenses, permits and certificates necessary for operating authority shall be provided to Pillsbury.

Article 12

Carrier agrees to and hereby does indemnify Pillsbury and save and hold Pillsbury harmless of, from and against any and all loss, cost, liability and claims, or any of the same, of any kind or nature whatsoever in any way due to the fault of Carrier, including court costs and reasonable attorney's fees (whether or not litigation is commenced), caused by, arising from or growing out of any of the following matters:

A. Injury or death of any person, including but not limited to employees of the Carrier, in connection with carrier's activities or performance of this Agreement.

B. Damage to or destruction of any property, real or personal (including property of Carrier, property of Pillsbury, the Supplies and/or Commodities and property of their parties), in connection with Carrier's activities or performance of this Agreement

C. Any lien or claim of lien asserted against Pillsbury or against any of Pillsbury's property or the Supplies and/or Commodities for work labor, services, equipment or material furnished to or at the request of Carrier or alleged to have been furnished to or at the request of Carrier.

D. Any claim asserted against Pillsbury for breach of any contract between Pillsbury and its customer where said breach is caused by Carrier's breach of this Agreement, including but not limited to damages for late delivery within reasonable dispatch, nonconformity with the standards set forth in Appendix B

(General Service Requirements), rejection of the Commodities, revocation of acceptance of any agreement for sale thereof between Pillsbury and its customer, which indemnification shall include any and all related damage and loss to Pillsbury.

Article 13

Carrier shall notify Pillsbury promptly by telephone of any delay in the delivery of its Supplies and/or Commodities. Carrier shall provide Pillsbury via EDI or "Pillsbury Delivery Call-in Requirements" (Appendix C) complete shipment information as requested.

Article 14

Carrier shall obtain at its expense insurance coverages with policy limits no less than the following:

- A. Worker's Compensation as required by law.
- B. Comprehensive general and automobile liability insurance to cover bodily injuries, including death in the minimum amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each occurrence, and property damage in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence.
- C. All risk cargo insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000) which insures Carrier Liability for loss or damage of goods transported, including the Supplies and/or Commodities.
- D. Broad form contractual liability insurance covering liability assumed by this Agreement.

Said insurance shall be maintained at all times throughout the life of this Agreement. Carrier shall furnish an insurance certificate or certificates

addressed to Pillsbury showing Carrier's compliance with the requirements of this Article. Said certificates shall provide that such insurance will not be cancelled or changed unless at least thirty (30) days written notice has been first given Pillsbury of such changes.

All insurance required to be carried under subparagraph B of this Article shall show Pillsbury as an additional insured as its interests may appear.

Pillsbury does not in any way represent that the coverage or limits of insurance specified in Article 14 are sufficient or adequate to protect Carrier's interest or liabilities.

Article 15

Pillsbury's failure to insist upon the performance of any of their terms, covenants or conditions of this Agreement or to exercise any right or privilege herein, or the waiver by Pillsbury of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as thereafter waiving any such term, covenant or condition, right or privilege, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.

In the event any statute, ordinance or governmental rule or regulation shall apply to invalidate or supersede any of the terms and conditions of this Agreement, the remaining portions of this Agreement shall to the extent possible remain in full force and effect

Article 16

All provisions of this Agreement are confidential. In connection with the performance of its obligations hereunder, Carrier may learn of certain trade

secrets and other proprietary trade styles of Pillsbury's business. Carrier shall not disclose to third persons any provision of this Agreement, nor any information pertaining to the manner in which Pillsbury conducts its business which Carrier may acquire in connection with this Agreement, without Pillsbury's prior written approval specifically authorizing such disclosure.

Article 17

In addition to the termination provision set forth in Articles 1, 5 and 8 hereof, either party at its discretion may terminate this Agreement upon ten (10) days written notice in the event of failure by Carrier to cure, to the satisfaction of Pillsbury, any of the following defaults within said notice period. Defaults giving rise to Pillsbury's right of termination under this Article are as follows:

- A. Carrier admitting in writing, to any party and in any context, the inability to pay its debts generally as they become due; or
- B. Carrier becoming insolvent and/or consenting to the appointment of a receiver (or other similar official) of itself or of the whole or any substantial part of its property; or
- C. Carrier failing to comply with any provision of Article 14, hereof; or
- D. Pillsbury having reason to believe that Carrier cannot perform its obligations set forth in this Agreement.

Immediate and automatic termination will occur if either of the following takes place:

- A. Carrier's filing of a petition in bankruptcy or petition to take advantage of any insolvency act; or

B. Carrier making an assignment for the benefit of its creditors or a petition in bankruptcy being filed against Carrier or it being adjudicated a bankruptcy in a court of competent jurisdiction.

Article 18

In entering into this Agreement, Carrier understands that it has been selected by Pillsbury to furnish the services specified herein by reason of Carrier's reliability, the standard of service represented by it to be performed hereunder, its reputation as a carrier of freight similar in type to the Supplies and/or Commodities and other like factors which have been considered by Pillsbury in making its determination to enter into this Agreement. For the foregoing reasons, the covenants and agreements contained herein shall be binding upon Carrier in all cases. Carrier may subcontract for services it is to provide under this Agreement, as may be necessary to its performance hereunder, but otherwise shall not have the right to assign, transfer or delegate its duties and obligations hereunder or its interest herein without the express prior written consent of Pillsbury.

Article 19

The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon the successors and assigns of Pillsbury and the heirs, personal representatives, executors and permitted successors and assigns of Carrier.

Article 20

Any notice, notification, demand, request or other instrument required to

be made or given in writing under this Agreement, with the exception only of freight bills or invoices, shall be delivered in person or sent by United States certified mail, return receipt requested, postage prepaid and addressed as shown on Appendix A (Key Contacts). Such notice is effective upon receipt by the addressee. The address to which any such notice, demand, request or other instrument must be sent may be changed, but shall not be deemed effective until the parties to this Agreement are given written notification of such change of address.

Article 21

This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota, unless and only to the extent specifically superseded and pre-empted by applicable federal or state laws and regulations binding upon Carrier with respect to rate filings and motor vehicle safety matters.

Article 22

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the City of Minneapolis, MN, in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered the Arbitrator(s) may be entered in any court having jurisdiction thereof. The losing party shall pay all costs of the arbitration exclusive of individual costs such as attorneys fees except as may be incurred by the prevailing party in seeking enforcement of or collection on an award. A claimant shall be the losing party in claims for money in which he is awarded less than fifty (50) percent of his claim.

IN WITNESS WHEREOF, Pillsbury and the Carrier have caused this Agreement to be executed all as a of the day and year first above written.

THE PILLSBURY COMPANY

By Tom A. Jones

Its General Transportation Manager
Temperature Control, Dry or Inbound

By Walter R. Pillsbury

Its President

And _____

Its _____

APPENDIX A

OTHER CARRIER CHARGES AND CONTRACTED LANE AWARDS

CONTRACT CARRIER SCHEDULE OF

MINIMUM RATES

OF

BRADWAY, INC.

Permit No. A-00109220

Contract PA P.U.C. No. 1

PERMIT NO. A-00109220

CONTRACT PA. P.U.C. NO. 1

BRADWAY, INC.

CONTRACT CARRIER SCHEDULE

OF

MINIMUM RATES, RULES AND REGULATIONS

COVERING

THE

TRANSPORTATION

OF

FOOD AND RELATED PRODUCTS
AND EQUIPMENT, MATERIALS AND SUPPLIES

BETWEEN

THE BOROUGH OF EAST GREENVILLE, MONTGOMERY COUNTY AND
THE BOROUGH OF PARKESBURG AND THE TOWNSHIP
OF WEST SADBURY, CHESTER COUNTY

AND

POINTS IN PENNSYLVANIA

AS DESCRIBED HEREIN

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

ISSUED: SEPTEMBER 10, 1990 EFFECTIVE: SEPTEMBER 11, 1990
Issued On One Day's Notice Under Authority Of Pennsylvania Code, Title 52,
Section 23.145.

Issued By:

Melvin R. Bradway, President
Morton Avenue
Rosenhayn, New Jersey 08352

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SECTION 1
RULES AND REGULATIONS

ITEM 5

SCOPE OF CARRIER'S OPERATING AUTHORITY

Rates and provisions named in this tariff, or as amended, are limited in their application on Pennsylvania Intrastate commerce to the extent of the operating rights set forth below. Unless specifically provided, the provisions are to be interpreted in the same manner as the Pennsylvania Public Utility Commission interprets the certificate from which the following is quoted.

Permit No. A-00109220

1. To transport, as a contract carrier by motor vehicle, food and related products and equipment, materials and supplies used in the production and distribution thereof, for the Pillsbury Company and its subsidiaries, Green Giant Company, Burger King Corporation and Steak & Ale Restaurants of America, Inc., from the facilities of said shippers located in the borough of East Greenville, Montgomery County, and the borough of Parkesburg and the township of West Sadsbury, Chester County, to points in Pennsylvania, and vice versa;

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 100 - GOVERNING PUBLICATIONS - METHOD OF DETERMINING MILEAGE.

Except as specifically provided herein, this Schedule is governed by the following described publications, supplements thereto and reissues thereof:

Rates and charges contained herein based on mileage shall be computed in accordance with the Official Highway Map of Pennsylvania, distributed by the Department of Highways, and shall be via the shortest route from origin to destination.

ITEM 101 - DEFINITION OF A SHIPMENT

A shipment is a lot of freight tendered to the carrier by one consignor at one time at one place for delivery to one consignee on one bill of lading.

ITEM 150 - APPLICATION OF SCHEDULE

The rates, rules and regulations published in this Schedule of Rates apply only for the traffic of the following shippers with whom this carrier is under contract:

Burger King Corporation
Green Giant Company
The Pillsbury Company
Steak & Ale Restaurants of America, Inc.

ITEM 160 - COMMODITY ITEM NAMING TWO OR MORE ARTICLES

Unless otherwise specifically provided, where the same rate is published in one item on two or more articles, it will apply on straight or mixed shipments of such articles.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 390 - SHIPMENTS EXCEEDING CAPACITY OF VEHICLE

When a shipment exceeds the quantity of freight which can be loaded in a single truck or trailer 40 feet in length, the following provisions will apply:

- (a) The first vehicle shall be loaded to its full capacity and charged for the actual weight but not less than the established minimum weight, and at the truckload rates.
- (b) If the remainder of the shipment fills the capacity of a second or subsequent vehicle(s), each such truckload or truckloads shall be charged at the actual weight but not less than the established minimum weight, and at the truckload rate.
- (c) If an excess quantity of freight remains not filling the capacity of an entire vehicle, such quantity shall be charged for at the actual weight on such vehicle subject to the established minimum weight and at the truckload rate applicable to the entire shipment.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE

SECTION 1 - APPLICABILITY OF REGULATIONS

The regulations set forth in this rule will govern the processing of claims for loss, damage, injury, or delay to property transported or accepted for transportation, in interstate or foreign commerce, by the carrier, subject to the Interstate Commerce Act.

SECTION 2 - FILING OF CLAIMS

(a) Claims in writing required. A claim for loss, damage, injury, or delay to cargo, will not be voluntarily paid by carrier unless filed in writing, as provided in paragraph (b) of this section, with the receiving or delivering carrier, or carrier issuing the bill of lading or receipt, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

(b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) Documents not constituting claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in paragraph (b) of this section.

(d) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less," the carrier against whom such claim is filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with provisions of paragraph (b) of this section.

(Continued)

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407 (Continued)

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Continued)

SECTION 2 - FILING OF CLAIMS (Concluded)

(e) Other claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

SECTION 3 - ACKNOWLEDGMENT OF CLAIMS

(a) The carrier will, upon receipt in writing of a proper claim in the manner and form described in this schedule, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

(b) The carrier will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's written acknowledgment of receipt to the claimant.

SECTION 4 - INVESTIGATION OF CLAIMS

(a) Prompt investigation required. Each claim filed against the carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) Supporting documents. When a necessary part of an investigation, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or

(Continued)

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407 (Continued)
PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Continued)

SECTION 4 - INVESTIGATION OF CLAIMS (Concluded)

(b) Supporting documents (Concluded).

where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

(c) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

SECTION 5 - DISPOSITION OF CLAIMS

When carrier received a written claim for loss, damage, injury, or delay to property transported carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.

SECTION 6 - PROCESSING OF SALVAGE

(a) Whenever goods, or other property transported by carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

(Continued)

Abbreviations and reference marks are explained on concluding page herein.

SECTION I
RULES AND REGULATIONS

ITEM 407 (Concluded)
PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Concluded)

SECTION 6 - PROCESSING OF SALVAGE (Concluded)

(b) Whenever disposition of salvage material or goods will be made directly to an agent or employee of carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

T H I S S P A C E I N T E N T I O N A L L Y L E F T B L A N K

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 440

COMMERCIAL ZONES

APPLICATION OF RATES FROM AND TO COMMERCIAL ZONES
(Applicable only where specific reference is made hereto)

Where reference is made to this Item, rates applicable from or to named points in this tariff will also apply from or to the commercial zone of said named point to the extent provided in this Item:

The commercial zone of each municipality in the United States shall be deemed to consist of:

- (a) The municipality itself, hereinafter called the base municipality;
- (b) All municipalities which are contiguous to the base municipality;
- (c) All other municipalities and all unincorporated area within the United States which are adjacent to the base municipality as follows:

- (1) When the base municipality has a population of less than 2,500 all unincorporated areas within three miles of its corporate limits and all of any other municipality any part of which is within three miles of the corporate limits of the base municipality,
- (2) When the base municipality has a population of 2,500 but less than 25,000, all unincorporated areas within four miles of its corporate limits and all of any other municipality any part of which is within four miles of the corporate limits of the base municipality,
- (3) When the base municipality has a population of 25,000 but less than 100,000, all unincorporated areas within six miles of its corporate limits and all of any other municipality any part of which is within six miles of the corporate limits of the base municipality,
- (4) When the base municipality has a population of 100,000 but less than 200,000 all unincorporated areas within eight miles of its corporate limits and all of any other municipality any part of which is within eight miles of the corporate limits of the base municipality,
- (5) When the base municipality has a population of 200,000 but less than 500,000, all unincorporated areas within 10 miles of its corporate limits and all of any other municipality any part of which is within 10 miles of the corporate limits of the base municipality,
- (6) When the base municipality has a population of 500,000 but less than one million, all unincorporated areas within 15 miles of its corporate limits and all of any other municipality any part of which is within 15 miles of the corporate limits of the base municipality,

(continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 440 (Concluded) COMMERCIAL ZONES

APPLICATION OF RATES FROM AND TO COMMERCIAL ZONES
(Applicable only where specific reference is made hereto)

(7) When the base municipality has a population of one million or more, all unincorporated areas within 20 miles of its corporate limits and all of any other municipality any part of which is within 20 miles of the corporate limits of the base municipality, and,

(d) All municipalities wholly surrounded, or so surrounded except for a water boundary, by the base municipality, by any municipality contiguous thereto, or by any municipality adjacent thereto which is included in the commercial zone of such base municipality under the provisions of paragraph (c) of this section.

T H I S S P A C E I N T E N T I O N A L L Y L E F T B L A N K

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 455 - CONSECUTIVE NUMBERS OR LETTERS

When consecutive numbers or letters are shown joined by the word "to", such as "1 to 10" or "A to C", it will be understood that both the first and last number or letter are included in the reference.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500

DETENTION - VEHICLES WITH POWER UNITS

This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION I - GENERAL PROVISIONS

(a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the purpose of this item, the term truckload rates shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.

(b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.

(c) Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.

(d) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be responsible for any accrued detention charges (See Note A).

(e) When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.

(f) Nothing in this item shall require a carrier to pickup or deliver freight at hours other than the carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2 - DEFINITIONS

The following general definitions will apply when the below terms are used in this item:

(a) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.

(b) "Loading" includes furnishing carrier with Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.

(c) "Unloading" includes:

(1) Surrender of the Bill of Lading to the carrier on shipments billed "To Order",

(Continued)

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500 (Continued)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 2 - DEFINITIONS (Continued)

(c) "Unloading" includes: (Continued)

- (2) Payment of lawful charges to the carrier when required prior to delivery of the shipment,
- (3) Notification to the carrier that vehicle is unloaded, and
- (4) Signing of delivery receipt.

(d) "Premises" means the entire property at or near the physical facilities of consignor, consignee or other designated party.

(e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

(f) "Normal non working periods" means meal, coffee, and rest breaks.

(g) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

SECTION 3 - COMPUTATION OF TIME

(a) Commencement and termination:

(1) The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refused to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

(2) Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

(b) Prearranged scheduling:

(1) Subject to the provisions in Item 503 and upon reasonable request of consignor, consignee or others designated by them, carrier will without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

(2) When the carrier enters into a prearranged schedule with consignor, consignee or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor,

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500 (Continued)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 3 - COMPUTATION OF TIME (Continued)

(b) Prearranged scheduling: (Continued)

(2) (continued)

consignee, or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall extended free time exceed 60 minutes.

(3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(c) Conditions governing the computation of time:

(1) Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

(2) When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:

(i) to request that the vehicle without power remain at its premises subject to the provisions of section 4(d); or

(ii) to request that the vehicle with power be returned to carrier without being subject to charge for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

(3) When carrier's employee interrupts loading or unloading by the taking of any normal non working periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION I
RULES AND REGULATIONS

ITEM 500 (Continued)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 4 - FREE TIME

(a) Free time shall be computed as follows:

<u>ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP (SEE NOTE B):</u>	<u>FREE TIME IN MINUTES PER VEHICLE STOP</u>
Less than 10,000.....	120
10,000 but less than 20,000.....	180
20,000 but less than 28,000.....	240
28,000 but less than 36,000.....	300
36,000 but less than 44,000.....	360
44,000 or more.....	420

(b) When at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 120 minutes, except that, when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4(a).

(c) When more than one truckload shipment or a truckload shipment and one or more less-than-truckload (LTL) or any quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time; in all other instances the individual shipment weight will be used.

(d) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee or other party designated by them, the free time and detention charges will be applied as follows:

- (1) If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
- (2) If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change is requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.

(e) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

(f) Loading or unloading at more than one site or on the premises of consignor, consignee or other designated party shall constitute one vehicle stop.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500 (concl'd)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 5 - CHARGES

When the delay per vehicle beyond free time is one hour or less the charge will be \$18.00. For each additional 30 minutes or fraction thereof, the charge will be \$9.00.

SECTION 6 - RECORDS

A written record of the following information must be maintained by the carrier on all truckload shipments, and such records must be kept available at all times:

- (a) Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded;
- (b) Identification of vehicle tendered for loading or unloading;
- (c) Date and time of notification of arrival of the vehicle for loading or unloading;
- (d) Date and time loading or unloading is begun;
- (e) Date and time loading or unloading is completed;
- (f) Date and time vehicle is released by consignor, consignee or other party at place of pickup or delivery after loading or unloading is completed;
- (g) Actual time of non-working periods;
- (h) Total actual weight of shipment or shipments loaded or unloaded;
- (i) Whether articles are tendered under a prearranged schedule for loading or unloading;
- (j) Date and time specified for vehicles tendered under a prearranged schedule;
- (k) Alternative arrangement made when a vehicle is tendered under a prearranged schedule that was not adhered to.

NOTE A: At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

NOTE B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.

Abbreviations and Reference Marks are explained on last page herein

SECTION 1
RULES AND REGULATIONS

ITEM 501

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION I - GENERAL PROVISIONS

(a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

(b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading, the Bill of Lading must show "shipper load and count".

(c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.

(d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.

(e) Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4.

(f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading, and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect.

(g) Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

SECTION 2 - DEFINITIONS

The following general definitions will apply when the below terms are used in this item:

(a) "Vehicle" means tractor-trailer combinations used for the transportation of property where:

- (1) "Trailer" means mobile units used to transport property and,
- (2) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Continued)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 2 - DEFINITIONS (Continued)

(b) "Loading" includes:

- (1) furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
- (2) notification to the carrier that the vehicle is loaded and ready for forwarding.

(c) "Unloading" includes:

- (1) surrender of the Bill of Lading to the carrier on shipments billed "To Order";
- (2) payment of lawful charges to the carrier when required prior to delivery of the shipment;
- (3) notification to the carrier that vehicle is unloaded and ready for forwarding; and
- (4) signing of delivery receipt.

(d) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

(e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

(f) "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification, pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in Section 3.

SECTION 3 - COMPUTATION OF FREE TIME

(a) Commencement of spotting and free time:

- (1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Continued)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 3 - COMPUTATION OF FREE TIME (Continued)

- (a) Commencement of spotting and free time: (Continued)
- (2) When any portion of the 24 hour free time extends into a Saturday, Sunday or holiday (National, State or Municipal) the computation of time for such portion shall resume at 12:01 A.M. on the next day which is neither a Saturday, Sunday or holiday.
 - (3) Free time shall not begin on a Saturday, Sunday or holiday (National, State or Municipal), but at 8:00 A.M. on the next day which is neither a Saturday, Sunday or holiday.
 - (4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of each other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
- (b) Termination of spotting and notification:
- (1) Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail shall be given by consignor, consignee or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.
 - (2) When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee or other party designated by them, the free time and detention charges will be applied as follows:
 - (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
 - (ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Continued)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 3 - COMPUTATION OF FREE TIME (Continued)

(c) Prearranged scheduling:

- (1) Subject to the provisions of Item 503 and upon reasonable request of consignor, consignee or others designated by them, carrier will without additional charge enter into a prearranged schedule for the arrival of trailers for spotting.
- (2) If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
- (3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

SECTION 4 - CHARGES

(a) General detention charges: After the expiration of free time as provided in Section 3(a) of this item, charges for detaining a trailer will be assessed as follows:

	<u>Charge</u>
(1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays and holidays excepted).....	\$25.00
(2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays and holidays excepted).....	\$35.00
(3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays and holidays included).....	\$50.00

(b) Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Section 3, Part I.

(c) Strike interference charge: When because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded or empty trailers detained on their premises, a detention charge of \$25.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays and holidays shall be included after the 4th day of charges.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Concluded)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 5 - RECORDS

A written record of the following information must be maintained by the carrier on all spotted trailers, and such record must be kept available at all times:

- (a) Name and address of consignor, consignee or other party at whose premises the trailer is spotted;
- (b) Identification of spotted trailer;
- (c) Date and time of arrival of the trailer for spotting;
- (d) Date and time notification that the spotted trailer is ready for pickup was received by the carrier;
- (e) Date and time of arrival and departure of power unit for pickup;
- (f) The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release;
- (g) Whether trailers are spotted under a prearranged schedule;
- (h) When trailers are spotted under a prearranged schedule, the date and time specified therefor.

Note: For the purpose of this item the terms spotting and dropping are considered to be synonymous and are used interchangeably.

ITEM 503

PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carrier will, without charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Items 500 and 501.

Section 1: Request for prearranged scheduling may be oral or in writing.

Section 2: Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

Section 3: The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 565 - FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a rate, omit fractions of less than one-half (1/2) of one cent, and increase to the next whole figure fractions of one-half (1/2) of one cent or greater.

ITEM 571 - LAYOVER CHARGES

When at the request of the shipper or consignee, or due to conditions beyond the control of this carrier, equipment and driver must lay-over to the following day at destination or origin (other than at terminal point of carrier) to perform pickup or delivery service, an additional charge of \$300.00 shall be assessed for each overnight layover.

ITEM 578 - LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Except as otherwise provided herein, rates published in this tariff do not include loading or unloading of freight by the carrier.

When carrier is requested by the consignor to perform the loading of the shipment onto the carrier's vehicle either in whole or in part, a charge of twenty (20) cents per one hundred pounds will apply to that portion of the shipment that carrier has loaded, subject to a minimum charge of \$80.00 per vehicle.

When carrier is requested by consignee to perform the unloading of the shipment from carrier's vehicle either in whole or in part, a charge of twenty (20) cents per one hundred pounds will apply to that portion of the shipment that carrier has unloaded, subject to a minimum charge of \$80.00 per vehicle.

Driver will endorse the bill of lading to show the number of cases and the weight of the shipment loaded onto carrier's vehicle or unloaded from carrier's vehicle.

ITEM 595 - MAXIMUM CHARGE

The charge for a shipment of lesser weight shall not exceed the charge for a shipment of the same goods, in the same form or container, from and to the same points, over the same route, of a greater weight.

EXAMPLE: The charge for a shipment weighing 29,990 pounds shall not be greater than the charge for 30,000 pounds of the same commodity at the rate applicable therefor.

ITEM 645 - MIXED SHIPMENTS - TRUCKLOAD OR VOLUME

When a number of different articles (for which rates are provided herein in straight truckload shipments) are shipped together in a truckload, they will be charged for at actual weight and at the straight truckload rate applicable to each article therein. The truckload minimum weight shall be the highest provided for any article in the mixture, and any deficit in such minimum weight will be charged for at the lowest truckload rate applicable to any article in the shipment.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 680 - PACKAGING OF SHIPMENTS

All shipments transported by this carrier must be packaged in such a manner as to reasonably insure safe delivery. Articles loose (not in packages) will be accepted by the carrier where and when it deems it practicable to do so, but only when necessary dunnage or other packaging materials are furnished by the shipper.

ITEM 710 - TRANSPORTATION OF PALLETS

When commodities are transported on pallets, charges thereon shall be based on the applicable rate and weight of the shipment not including the weight of the pallets.

Pallets so constituting part of the standard equipment of the carrier's vehicle for such shipments may be removed by consignor, provided such consignor replaces in the carrier's vehicle a like number of pallets of identical size and construction in equally good condition, underload; or may be removed by the consignee provided such consignee replaces in the vehicle a like number of pallets of identical size and construction in equally good condition, loaded or empty. Pallets so replaced will become carrier's property as part of the standard equipment of the vehicle in lieu of the carrier's pallets exchanged by consignor or consignee.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 750 - PICKUP OR DELIVERY SERVICE

Except as otherwise provided, rates published herein include one collection (pickup) of freight from shipper's plant or address and one delivery to plant or address of consignee, provided points of receipt and delivery are accessible to carrier's vehicle.

The rates named herein include pickup and delivery service at all places within the limits of the cities, towns, villages, or other points from, to, or between which the rates apply.

ITEM 820 - DIVERSION OR RECONSIGNMENT

Shipments transported by this carrier may be diverted or reconsigned in transit, or at destination subject to the following:

1. The term Diversion or Reconsignment means:
 - (a) A change in the name of the consignor or consignee.
 - (b) A change in the destination.
 - (c) Any other instructions given by consignor, consignee or owner necessary to effect delivery and requiring an addition in billing or additional movement of the vehicle (see Note).
2. A request for diversion or reconsignment must be made or confirmed in writing.
3. When an order for diversion or reconsignment is received by the carrier while a shipment is in transit, diligent effort will be made to locate the shipment and effect the change desired while in the carrier's possession, but such carrier will not be responsible for failure to effect such change ordered while the shipment is in transit unless such failure is due to the error or negligence of its employees.
4. A charge of \$100.00 will be made for each shipment, each diversion or reconsignment in transit or at destination (Note).
5. The rate to be applied on the shipment accorded diversion or reconsignment privileges under these rules will be the rate from origin to original destination plus 150 cents per mile from original destination to final destination subject to a minimum charge of the rate from original origin to final point of destination.

NOTE: There will be no charge on shipments diverted or reconsigned prior to the shipment being dispatched at point of origin.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 830 - REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier such delivery can not be accomplished, no further tender will be made except upon request. Additional tenders or final delivery will be subject to the following provisions:

- (a) When shipments are returned to consignor, the return transportation will be charged for at the same rate or charge applicable to the original shipment (less stop-off charges, if any) subject to the truckload rate and minimum weight that applied on the outbound movement.
- (b) When carrier is requested to make redelivery at consignee's place, such redelivery will be subject to redelivery charges of \$200.00 per 24 hours or fraction thereof from the time of refusal of original attempted delivery to the time of completion of redelivery.

ITEM 845 - REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES OR OTHER PROVISIONS

Where reference is made herein to tariffs, items, notes, rules or other provisions such reference will include any and all supplementary changes or reissues of such tariff, item, note, rule or other provision.

ITEM 860 - REFUSED, UNCLAIMED OR UNDELIVERED SHIPMENTS

All freight refused or undelivered, for reasons beyond carrier's control, will be handled in accordance with the provisions of the specific bill of lading issued therefor. Notice to shipper of carrier's inability to effect delivery will be given immediately by telephone or telegraph and confirmed in writing within 24 hours. All subsequent movements of such shipment shall be subject to rates, charges and other applicable regulations that were in effect on the date of the outbound movement.

The carrier shall assess a storage charge of \$200.00 per day or fraction thereof commencing with 7:00 A.M. on the day following refusal or the day that the shipment was deemed refused, unclaimed or undelivered to and including the day that the carrier is advised of disposition of the shipment.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 900 - STOP-OFF IN TRANSIT

Truckload shipments may be stopped off at origin or at destination or at points directly intermediate between origin and destination (consistent with carrier's given authority), for completion of loading or for partial unloading, subject to conditions as follows: (See Note A).

- (a) All freight charges must be paid in full at one time by either the shipper or the consignee named in the bill of lading.
- (b) Only one bill of lading and one shipping order shall be issued for the entire shipment, and such document shall show the name of but one shipper and one consignee and one destination.
- (c) The name of places or addresses at which the vehicle is to be stopped shall be shown either on the body of the bill of lading and shipping order or on a separate paper attached thereto and to be considered a part thereof.
- (d) An unlimited number of stops shall be permitted, exclusive of the original pickup and final delivery.
- (e) The charge for each stop shall be \$65.00, in addition to the rate provided in paragraph (f) below.
- (f) Except as provided in paragraph (g) below, the rate from the original place of shipment to place of final delivery will apply on the total weight of shipment, subject to minimum truckload weight where greater.
- (g) If the rate from any point where a stop is made for completion of loading is higher than the rate from original point of shipment to destination, such higher rate shall apply; or if the rate to any place where a stop is made for partial unloading is higher than the rate to final destination, that higher rate shall apply. The term "rate" as used herein means the amount of freight charges.
- (h) When dual service is performed partial unloading will be permitted only at the points beyond at which the last stop for partial loading is made and further loading of a shipment will be prohibited after it has been partially unloaded.

NOTE A: When mileage commodity rates are applicable, mileage will be computed from origin to destination via stop-off point or points. When specific commodity rates are applicable, the total distance from initial origin to final destination via the stop-off point or points will apply. (The shortest mileage from initial origin to final destination will be applicable). A charge of 150 cents per mile will be assessed for all miles traveled in excess of the mileage from initial origin to final destination. Mileage to be determined by the use of Official Highway Map of Pennsylvania (See Item 100).

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 1000

FOODSTUFFS, Canned, Preserved, or Prepared (Canned Goods)

Bread, Brown, date or nut;
Brewers' Malt Yeast Food;
Butter, peanut (peanut paste);
Buttermilk, condensed or evaporated;
Buttermilk, powdered or flaked;
Catsup;
Cereals, with meat ingredients, in glass, earthenware or metal cans in barrels or boxes, or in metal cans in crates;
Chili Con Carne;
Cider or Cider Syrup;
Clam Juice;
Cocoanut, prepared;
Dill Weed;
Fish, other than fresh;
Shell Fish, cooked, pickled or preserved, NOI;
Other than Shell Fish, cooked, pickled or preserved, dried, dry salted, pickled, corned or smoked;
Fish, combined with vegetables (fish cakes);
Fish balls;
Fish Flakes;
Fish Roe;
Food, baby, canned or preserved, other than frozen, consisting only of strained or chopped food;
Fruit, drained;
Fruit, other than evaporated or fresh; in juice or syrup, or in liquid other than brine or alcoholic liquor, and Crushed Fruit;
Fruit Butter;
Fruit Jam;
Fruit Jellies;
Fruit Juice (Not frozen);
Fruit Salad;
Fruit Sauces;
Fruit Pulps;

Fruit, other than dried, evaporated or fresh in brine, viz: Citrons or Lemons, and Fruit;
Honey, comb, other than in section frames or strained;
Honey, strained;
Horseradish;
Jams, Jellies or Preserves, edible;
Jelly, Corn Syrup;
Meats, cooked, cured or preserved, with or without vegetable or cereal ingredients;
Mayonnaise;
Milk, condensed or evaporated, containing chocolate or barley malt;
Milk, condensed or evaporated, liquid or paste, with or without vegetable fats;
Milk, powdered or flaked;
Mincemeat;
Molasses;
Mush;
Mushrooms, other than fresh, in liquid;
Mustard;
Noodles, Macaroni, Spaghetti or Vermicelli, with or without cheese, meat, vegetable or hominy;
Oil, Olive;
Oils, salad or cooking, liquid;
Olives;
Pectin, fruit or vegetable;
Pepper Sauce;
Pickles;
Pimentos;
Potatoes and Cheese with sauce;

Potatoes, cooked and diced, flaked, powdered or shredded, other than frozen, NOI, in bags, barrels or boxes;
Potatoes, cooked and sliced and dried, without other ingredients, or with other ingredients in same inner retail package, in boxes;
Puddings;
Rice, canned;
Rice Flakes in mixed shipments with any or all of the articles named in this list;
Salad, Dressing;
Salads, Macaroni;
Sandwich Spreads;
Sauces, table;
Sauerkraut, Sauerkraut Brine, or Sauerkraut Juice;
Soups, including Broths and Chowders;
Syrup, grape;
Syrup, malt or malted, not medicated;
Syrup, (except corn syrup mixed), not flavored or medicated;
Tomato Puree;
Tomato Juice;
Tomato Paste;
Tomato Pulp;
Vegetables, including corn, hominy, pork and beans, scrapple, tomatoes, wheat, but not including dried or evaporated vegetables;
Vegetables or Cereal, with meat ingredients;
Vinegar;
Welsh Rarebit;
Foodstuffs, canned, preserved or prepared (Canned Goods), not frozen (cold pack), NOS.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 1010

FOODSTUFFS, CANNED, PRESERVED OR PREPARED (not frozen) (cold pack), in retortable metal trays, in straight or mixed shipments.

Cabbage rolls;
Lasagna;
Meats, cooked, cured, preserved, with or without vegetables,
milk, egg or fruit ingredients;
Peppers, stuffed;
Ravioli;
Salisbury steak;
Stews, including beef or chicken;
Foodstuffs, NOS.

ITEM 1020

FOODSTUFFS, PREPARED, other than frozen, in packages, in straight or mixed shipments.

Bakery Goods, NOS;
Candy, Fondant, Confectionery Paste or Powder, or Icing Paste;
Cereals;
Crust or Shells, pie or tart;
Dessert Preparations;
Flour, edible;
Food Sticks;
Frosting or Cake Decorator;
Instant Breakfast;
Mixes, dry, including cake, cornbread, gravy, pancake, pizza,
pie or roll, mixes, NOS;
Potatoes, cooked or dried;
Sweetener;
Wheat Nuts;
Foodstuffs, prepared, NOS.

Abbreviations and reference marks are explained on last page herein.

SECTION 2

THIS SECTION CONTAINS SPECIFIC COMMODITY RATES.

Rates published in this section on the same commodity, from points of origin to destination, will apply regardless of rates between the same points, over the same routes, published in Section 3.

Abbreviations and reference marks are explained on last page herein.

SECTION 2
 SPECIFIC COMMODITY RATES
 (In Cents Per 100 Pounds)

ITEM 2000

Foodstuffs, canned, preserved or prepared (canned goods), not frozen (cold pack), as described in Item 1000 and Item 1010.

Foodstuffs, other than canned goods, as described in Item 1020.

In straight or mixed shipments, truckload minimum weight 45,000 pounds.

FROM: The borough of Parkesburg, and the township of West Sadsbury, Chester County, PA

TO POINTS IN PENNSYLVANIA	TL RATES (LU)	TO POINTS IN PENNSYLVANIA	TL RATES (LU)	TO POINTS IN PENNSYLVANIA	TL RATES (LU)
Allentown	77	Dunmore	99	Leetsdale	135
Altoona	121	Duryea	99	Lehighton	91
Ambridge	133	East Greensburg	133	Lewisburg	101
Annville	77	Easton	81	Lewistown	101
Ashland	93	Elizabeth	133	Lock Haven	111
Barnesboro	121	Elton	114	McKeesport	133
Beaver Falls	133	Erie	146	Mahanoy City	91
Bedford	112	Exeter	99	Meadow Lands	133
Belle Vernon	133	Fairless Hills	81	Mechanicsburg	91
Berwick	99	Falls Creek	118	Milton #	..
Bethlehem	77	Fogelsville #	..	Minersville	92
Blairsville	123	Forty Fort	99	Monessen	133
Braddock	133	Gettysburg	93	Monroeville	133
Bradford	133	Greensburg	133	Moosic	99
Bridgeville	133	Homewood	140	Mount Carmel	93
Butler	138	Hanover	91	Murrysville	125
Camp Hill	91	Harrisburg #	..	Nanticoke	99
Carbondale	101	Hatboro	65	New Castle	144
Carlisle	93	Hazleton	92	New Cumberland	91
Carnegie	133	Huntingdon	108	New Milford	113
Chambersburg	99	Indiana	133	Norristown	63
Clairton	128	Jeannette	133	Northumberland	99
Clymer	118	Jermyn	103	Oaks #	..
Cornwells Heights	65	Johnstown	121	Olyphant	101
Darlington	138	King of Prussia	62	Oreland	65
Donora	133	Kingston	99	Paoli	62
Dover	87	Kittanning	133	Philadelphia #	..
DuBois	118	Lancaster	74	Philipsburg	114
Dunbar	133	Lansford	89	Phoenixville	74
Duncansville	121	Laflin	99	Pittsburgh	133

- For rates see Item 2020.

Abbreviations and reference marks are explained on last page herein.

SECTION 2
 SPECIFIC COMMODITY RATES
 (In Cents Per 100 Pounds)

ITEM 2010

Foodstuffs, canned, preserved or prepared (canned goods), not frozen (cold pack), as described in Item 1000 and Item 1010.

Foodstuffs, other than canned goods, as described in Item 1020.

In straight or mixed shipments, truckload minimum weight 45,000 pounds.

FROM: The borough of Parkesburg, and the township of West Sadsbury, Chester County, PA

TO POINTS IN PENNSYLVANIA	TL RATES (LU)	TO POINTS IN PENNSYLVANIA	TL RATES (LU)	TO POINTS IN PENNSYLVANIA	TL RATES (LU)
Pittston	99	Sharpsburg	133	Tyrone	117
Plymouth	99	Shiremanstown	91	Uniontown	133
Portage	121	Spangler	117	University Park	109
Port Carbon	92	Springfield	62	Warren	137
Pottsville	92	State College	109	Washington	135
Punxsutawney	133	Stoystown	113	Waynesboro	99
Reading #	..	Stroudsburg	93	Wellsboro	114
Republic	133	Sunbury	99	Wilkes-Barre	99
Robesonia	74	Temple	74	Williamsport	109
Scranton #	..	Tamaqua	89	Windber	121
Shamokin	93	Tobyhanna	97	Yeadon	62
Sharon	139	Towanda	114	York	87
		Trevose	65		

- For rates see Item 2020.

Abbreviations and reference marks are explained on last page herein.

SECTION 2
 SPECIFIC COMMODITY RATES
 (In Dollars And Cents Per Vehicle Used)

ITEM 2020

FOODSTUFFS, Canned, Preserved or Prepared (canned goods), not frozen (cold pack), as described in Item 1000 and Item 1010.
 FOODSTUFFS, other than canned goods, as described in Item 1020.

In straight or mixed shipments. Truckload maximum weight 48,000 pounds.

FROM	TO	TRUCKLOAD RATE. (LU)
The borough of Parkesburg, and the township of West Sadsbury, Chester County, PA	Fogelsville	\$400.00
	Harrisburg	400.00
	Milton	430.00
	Oaks	300.00
	Philadelphia	300.00
	Reading	300.00
	Scranton	480.00

Abbreviations and reference marks are explained on last page herein.

SECTION 2
 SPECIFIC COMMODITY RATES
 (In Dollars and Cents Per Vehicle Used)

ITEM 2050

FOODSTUFFS, Canned, Preserved or Prepared, not frozen (cold pack), as described in Items 1000, 1010 and 1020.

FOOD AND RELATED PRODUCTS, not frozen, and equipment, materials and supplies used in the production and distribution thereof.

BETWEEN	AND	TRUCKLOAD RATE PER VEHICLE USED
		MAXIMUM WEIGHT 48,000 POUNDS
Points in the Borough of Parkesburg and the Township of West Sadsbury, Chester County, PA	The facilities of The Pillsbury Company located in Parkesburg and the Township of West Sadsbury, Chester County, PA	\$60.00

Abbreviations and reference marks explained on last page herein.

SECTION 3

THIS SECTION CONTAINS MILEAGE COMMODITY RATES.

Mileage Commodity Rates published in this section may be used only when no commodity rates (other than Mileage Commodity Rates) are published to apply from and to the same points over the same routes.

When rates are published in Section 2, the rates named in this section on the same commodity from and to the same points, over the same routes will not apply.

Abbreviations and reference marks are explained on last page herein.

SECTION 3
MILEAGE COMMODITY RATES
(In Cents Per 100 Pounds)

ITEM 3010

FOODSTUFFS, CANNED, PRESERVED OR PREPARED, not frozen (cold pack),
as described in Items 1000, 1010 and 1020.

FOOD AND RELATED PRODUCTS, not frozen, and Equipment, Materials and
Supplies used in the production and distribution thereof.

BETWEEN: The borough of East Greenville, Montgomery County and the
borough of Parkesburg, and the township of West Sadsbury,
Chester County, PA

AND: Points in Pennsylvania

MINIMUM WEIGHT: 45,000 pounds per vehicle used.

Distances (mileage) will be determined by use of the Official Highway Maps of
Pennsylvania (Item 100).

M I L E S (Item 100)		TRUCKLOAD RATES (LU)
OVER	NOT OVER	
0	100	110
100	150	122
150	200	139
200	250	148
250	300	165
300	350	176
350	400	188
400	450	197
450	500	209
500	550	221
550	600	232
600	650	243
650	700	253
700	750	265
750	800	275

Abbreviations and reference marks are explained on last page herein.

SECTION 3
MILEAGE COMMODITY RATES
(In Cents Per 100 Pounds)

ITEM 3020.

FOODSTUFFS, Frozen or Requiring Refrigeration.

FOOD AND RELATED PRODUCTS, Requiring Refrigeration, and Equipment,
Materials and Supplies used in the production and distribution
thereof.

BETWEEN: The borough of East Greenville, Montgomery County and the
borough of Parkesburg, and the township of West Sadsbury,
Chester County, PA

AND: Points in Pennsylvania

MINIMUM WEIGHT: 40,000 pounds per vehicle used.

Distances (mileage) will be determined by use of the Official Highway Maps of
Pennsylvania (Item 100).

M I L E S (Item 100)		TRUCKLOAD RATES (LU)
OVER	NOT OVER	
0	100	156
100	150	171
150	200	192
200	250	206
250	300	227
300	350	242
350	400	254
400	450	269
450	500	284
500	550	298
550	600	313
600	650	326
650	700	340
700	750	355
750	800	370

Abbreviations and reference marks are explained on last page herein.

EXPLANATION OF ABBREVIATIONS

A.M.	Before Noon	M	Weights in thousands of pounds indicated; viz., 24M means 24,000 pounds.
AQ	Any Quantity	MC ...	Motor Carrier
AFB	Air Force Base	MF ...	Motor Freight
ave.	Avenue	Min. .	Minimum
Bbls. ...	Barrels	N	North
Blvd. ...	Boulevard	NMF ..	National Motor Freight
Co.	Company	No. ..	Number
Col.	Column	NOI ..	Not otherwise indexed
C.O.D. ..	Collect on Delivery	Nos. .	Numbers
Concl'd .	Concluded	Pkgs..	Packages
Cont'd ..	Continued	P.M. .	Afternoon
Cu.	Cubic	P.O. .	Post Office
Cwt.	100 pounds	R.D. .	Rural Delivery
Cy	County	Rd. ..	Road
Etc.	And so forth	S	South
GA	Georgia	St. ..	Street
ICC	Interstate Commerce Commission	SU ...	Set Up
i.e.	That is	TL ...	Truckload
Inc.	Incorporated	Twp. .	Township
Jct.	Junction	U.S. .	United States
K.D.	Knocked Down	VA ...	Virginia
K.D.F. ..	Knocked Down Flat	Viz. .	Namely
Lb.	Pound	W	West
Lbs.	Pounds	Wt. ..	Weight
LTL	Less than truckload		

EXPLANATION OF REFERENCE MARKS

(LU) - Applicable only when shipper loads and consignee unloads carrier's vehicle. Bill of Lading and Shipping Order must be so endorsed and the freight bill must show that loading was by shipper and unloading by consignee.

♦ ... Denotes increase

• ... Denotes no change

¢ ... Cent(s)

% ... Percent

(c) .. Cancel

▲ ... Denotes changes which result in neither increases nor reductions in charge.

↓ ... Denotes reduction

\$... Dollar(s)

& ... And

@ ... Denotes addition or new

APPENDIX B

GENERAL SERVICE REQUIREMENTS

Effective
Page 1 of 2

The Pillsbury Company requires the following from its carriers:

1. Clean and food grade equipment capable of handling a minimum of 44,000 pounds of Frozen or Refrigerated Foodstuffs/Commodities or a minimum of 46,500 pounds of Non-Frozen Foodstuffs/Commodities/Supplies.
2. Suitable equipment being 48 foot long x 102" wide equipment, when requested by Pillsbury.
3. Qualified drivers who are courteous and cooperative both at origin and at destination.
4. Not later than next day delivery of product to accounts located within 500 miles of origination point. Second day or sooner delivery to accounts located between 500 and 1000 miles from origination point. Notwithstanding, all deliveries are to be made in accordance with approved D.O.T. standards.
5. Shipper Number as well as Ship Date must appear on individual freight bills as well as other pertinent shipment data.
6. Shipments are subject to Shipper Load and Count on full truck loads to a single consignee. Trailers are to be sealed at origin and seal is to be broken at destination by consignee. If seal is broken when trailer arrives for unloading, Carrier will be liable for any shortages of product. All other shipments are shipper load only.
7. No non-Pillsbury product is to be loaded in trailer.
8. Carrier will arrange for and coordinate pick-up appointments with the shipper and delivery appointments with the consignee.
9. Carrier will cooperate with Pillsbury and its consignees to effect on-time deliveries for at least 98% of all shipments made during each calendar month while the Agreement is in effect.
10. With respect to all Loss or Damage claims, Pillsbury agrees to:
 - A) Submit an itemized loss and damage recap:
 - (i) Detailing all pertinent information identifying the shipment on which loss/damage occurred.
 - (ii) Identifying the number, prices and total value of the merchandise damaged.
 - (iii) Supporting each line item claims with a proof of loss or damage properly countersigned.

- B) Deduct such claims from any freight charges due Carrier up to the total of such charges and pay any remaining balance owed within the time otherwise agreed for the payment of freight.
- C) Pay to Carrier an amount equal to any deduction made for loss or damage claims which the Carrier has disallowed in writing within 30 days of their submission and with respect to which Carrier has established to Pillsbury's good faith satisfaction did not arise while the particular commodities were in Carriers' custody or control.
- D) Deductions for loss/damage will not prejudice Pillsbury's right to other or additional claim(s) or remedies relating to the same shipment(s).

This claims procedure is intended to comply with Part 1005 of Title 49, Code of Federal Regulations titled: "Principles & Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage," as well as all applicable rules and procedures of state or local regulatory authorities, if any.

11. In-transit Temperature Restrictions:

--Frozen Foodstuffs/Commodities - maintained at -10½ or lower.

--Refrigerated Foodstuffs/Commodities - maintained over 35½ and under 40½. DO NOT FREEZE!

--Non-frozen Foodstuffs/Commodities/Supplies - when requested by Pillsbury, provide protective service from heat or cold.

12. When requested by Pillsbury, carrier will provide pallets (See Appendix A - Other Carrier Charges).

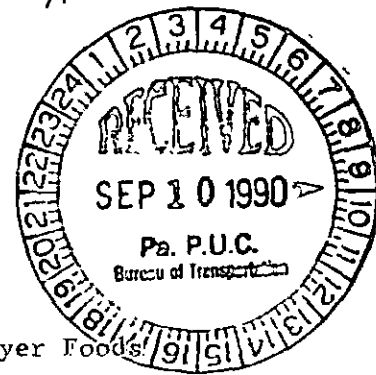
DATE August 15, 1990

CARRIER Bradway, Inc.

Melvin R. Bradway

POSITION President

OSCAR MAYER FOODS CORPORATION
TRANSPORTATION CONTRACT

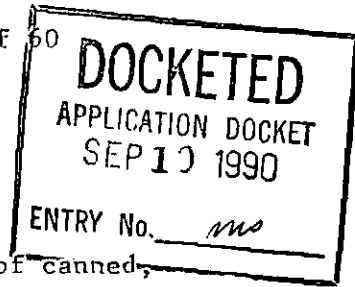
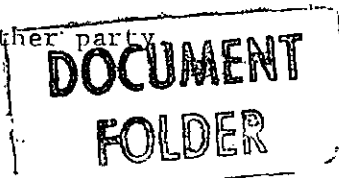


I. Parties

This Transportation Contract is entered into between Oscar Mayer Foods Corporation whose permanent address is 910 Mayer Avenue, P. O. Box 7188, Madison, Wisconsin 53707 (hereinafter called "Shipper") and, Bradway, Inc., whose address is P. O. Box 385, Rosenhayn, NJ 08352, hereinafter called "Carrier").

II. Term

This contract will be in effect from August 15, 1990 until August 14, 1991, and shall be automatically renewed for consecutive terms equal to the original contract term unless the contract is discharged by written notification furnished to either party hereto 30 days prior to the expiration date of the contract or by written notification of immediate discharge due to breach by either party, failure of a condition precedent, occurrence of an express condition subsequent, legal impossibility or operation of law. Notwithstanding the foregoing, this contract can be terminated by either party without cause upon the furnishing of 60 days' written notice to the other party.



III. Commodities

The commodities to be transported under this contract consist of canned, fresh or frozen meat, meat products, articles distributed by meat packing-houses, poultry products, foodstuffs, and those articles that are required in the manufacture, sale and distribution of meat and foodstuff items as authorized in Carrier's contract carrier authority issued by the Interstate Commerce Commission (ICC) or other local, state or federal regulatory body, if applicable. Commodities herein described may require refrigeration and/or protective services provided by the Carrier during transport.

IV. Tender of Shipments

Shipper agrees to tender to Carrier, and Carrier agrees to transport in accordance with the pickup and delivery schedules of Shipper, a minimum of two loads of freight per week. This freight will originate at Shipper's plants in the amounts indicated on the attached Schedule A. Said shipments will be tendered on a bill of lading subject to contractual terms and conditions contained therein. If there are any conflict of terms and conditions between the tendered bill of lading and this contract, this contract will govern. Carrier agrees to accept freight from third parties on a collect basis for Shipper as approved in advance of tender, which will be used in satisfying Shipper's total weekly tonnage.

V. Default

If either party to this agreement fails to correct any default hereunder within thirty (30) days after receipt from the other party of a written request to do so, the party requesting such correction may, at the expiration of such 30-day period, terminate this contract forthwith.

VI. Force Majeure

Neither Shipper nor Carrier shall be held liable in any respect for failure to tender or to transport the quantity of loads named in Paragraph IV above if such failure shall be caused solely and directly by war, conditions of war, fires, authority of law, acts of God or other casualty, or, solely insofar as Shipper is concerned, a failure to secure raw material. In the event of strikes, lockouts, mobs or riots the Carrier shall exercise due diligence with regard to safeguarding condition of intransit shipments. Should said events occur at the Shipper's, Carrier's or consignee's location, both parties herein named shall exercise reasonable diligence to fulfill the contract obligations.

VI. Force Majeure (continued)

During the existence of any of these conditions, and the period of time necessary to resume normal operations, the term of the contract herein will be suspended. Upon resumption of normal operations, the obligations of the parties hereunder will resume and the period of this contract remaining, if any, will be extended by a period equal to the period during which such term was suspended.

VII. Renegotiation

If the terms of this contract will have a material adverse effect on either party hereto due to causes beyond that party's control, the affected party may request in writing that this contract be renegotiated. This clause is intended to allow the parties to renegotiate in good faith the original intent of this contract, but is not intended to protect either party from their own poor bargaining.

VIII. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, except those controversies or claims arising out of or relating to Paragraph XIII, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgement upon the award by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IX. Assignments

Neither Shipper nor Carrier may assign or transfer this contract or any interest arising thereunder without the prior written consent of the other party. This contract shall inure to the benefit of and be binding upon the successors of the parties hereto.

X. Modification

This contract may not be modified except by express written agreement signed by the parties hereto.

XI. Rates

The rates and charges to be applied to the transportation of Shipper's freight under this contract are those published in Carrier's contract carrier schedule of minimum rates and charges designated as Contract PA P.U.C. No. 2, supplements thereto or reissues thereof, on file with the PA P.U.C., a true copy of which is attached as Schedule B to this contract. Should the Carrier's schedule of rates and charges be not required to be on file with the ICC or other designated federal, state or local regulatory agency, rates and charges contained within Schedule B, attached, shall govern.

Carrier agrees to transport with reasonable dispatch, promptly and pursuant to pickup and delivery schedules established by Shipper, the minimum number of Shipper's loads per week as set forth in Paragraph IV and Schedule A hereto.

XII. Schedule of Payments

Payment to the Carrier shall be made on a per shipment transported-freight bill submitted basis. Freight payment shall be computed using the actual gross weight, less allowances shown in Schedule B hereto, or if greater, the applicable minimum volume weight, multiplied by the applicable rate per hundred weight reflected in Schedule B attached.

XIII. Schedule of Payments. (continued)

If Carrier shall fail to transport upon tender by Shipper, such minimum number of loads in accordance with Shipper's pickup and delivery instructions, Carrier shall be subject to liquidated damages for those loads it failed to transport, which damages shall be the difference between (a) the transportation charges for such loads computed by application of Carrier's contract carrier rates thereto as set forth in Schedule B, and (b) the transportation charges for such loads as Shipper was required to pay as substantiated by copies of the freight bills. Shipper will forward claims for such damages in writing to Carrier for collection in the form attached as Schedule C. Upon receipt of such claim from Shipper, Carrier agrees to immediately pay the amount claimed therein. Both parties recognize the advantage to both Shipper and Carrier if volumes hereunder can be uniform throughout the duration of this contract. Shipper will use its best efforts to move volume in approximately even conditions, and agrees to apprise Carrier of unusual circumstances. Carrier will endeavor to the best of its ability to accept all shipments tendered to it by Shipper under this contract and will be subject to the liquidated damages specified herein only when Carrier does not transport, upon tender by Shipper, the minimum number of loads set forth in this contract.

If Shipper shall fail to tender the Carrier minimum weekly load quantities as set forth in the provisions of Paragraph IV, Shipper shall compute the weekly difference in actual and contractual loads. Shipper shall sum said weekly differences and, at the end of the Shipper's current accounting period, shall multiply said sum by the agreed minimum volume weight and rate per hundred weight as set forth in Schedule B herein attached. The resulting amount shall be immediately remitted to Carrier.

XIII. Claims Liability

A. Cargo Claims

1. Where used in this Paragraph, the term Carrier is understood to mean the person, firm or corporation operating the vehicle and in possession of the property under this contract as an extra-ordinary bailee; and in the execution hereof by the Carrier shall bind jointly and severally said person, firm or corporation owning or operating said vehicle or equipment.
2. Where used in this Paragraph, the term Claimant is understood to mean the Oscar Mayer Foods Corporation, its subsidiaries and affiliate companies identified in Paragraph I as "Shipper."
3. The Carrier hereby assumes full responsibility for any and all loss, damage or delay to said property or commodities while in its possession and until delivery to the consignee at said destination, except when loss, damage or delay shall be caused solely by an act of God, act of public enemy, inherent vice of said property or commodities, authority of law, strike or riot, quarantine or an act or omission of the Shipper or consignee.
4. The Carrier agrees to transport the property or commodities under protective service at the temperature specified between the origin and destination shown on the contract of carriage tendered with each shipment and deliver same to the consignee in good condition at the delivery time specified, if any. In the event Carrier fails to transport and deliver the property in the prescribed manner or time, Carrier agrees to pay the claimant the full and actual loss based upon origin invoice price of outbound shipments or destination value of property in sub-paragraph 7.(e) of this Paragraph.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

4. Full and actual loss may include, but is not limited to, any and all reasonable costs of mitigating the Carrier's loss, such as administrative cost, except claim filing cost, and cost of inspection.
5. The Shipper shall make all reasonable efforts to mitigate the Carrier's loss.
6. Filing of Claims
 - a) Claims in writing required. A claim for loss, damage, injury, or delay to cargo will not be voluntarily paid by Carrier unless filed in writing, as provided in subparagraph (b) below, with the Carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.
 - b) Minimum filing requirements: A communication in writing from the Claimant, filed with the Carrier and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in this contract.
 - c) Bad order reports, appraisal report of damage, notations of exceptions on freight bills or other documents, inspection reports issued by carrier inspectors or inspection agencies, tracers or inspection requests do not comply with claim filing requirements.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

6. d) Claims, if any, must be filed against the Carrier within nine months of delivery, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed.
7. Documents Required in Support of Claims
 - a) A written demand for payment, asserting carrier liability for alleged loss, damage, injury or delay, and containing facts sufficient to identify the shipment or shipments involved will constitute a claim, regardless of form, and will be required.
 - b) When claimant does not appear from the supporting documents to be an interested party, carrier will require any necessary written assignment or other proof to determine the claimant is the proper party to receive any claim payment.
 - c) A copy of the original freight bill, delivery receipt, bill of lading or other contract of carriage will be required. When claimant cannot furnish these documents, carrier may require suitable indemnity from the claimant.
 - d) Claim must be supported by either the original invoice; a photographic copy of the original invoice; an exact copy thereof, or an extract therefrom, certified by the Claimant or his authorized representative to be true and correct with respect to the property involved in the claim and reflecting all trade or other discounts, allowances, or deductions of any nature. When the original invoice is not submitted, such document must be made available for inspection by carrier representative upon request.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

7. Documents Required in Support of Claims

- e) When the property involved in the claim has not been invoiced to the consignee or where invoice does not show price or value, or where the property has not been sold but transferred at bookkeeping values only, or where property has been shipped on consignment or approval, claimant will be required to establish destination value in the quantity shipped and certify the correctness thereof.
- f) When shipment has received prior transportation and is reshipped from a distribution or warehousing point but has been opened and examined and contents verified as being in undamaged condition, certification thereof must be made by person having actual knowledge of such inspection and statement to that effect incorporated in such certification.
- g) When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

8. Claims Filed for Uncertain Amounts

Whenever a claim is presented against the Carrier for an uncertain amount, such as \$100 more or less, the Carrier will accept such claims filed within the time limits specified in sub-paragraph 6 above. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified amount of money has been filed in accordance with the provisions of sub-paragraph 6.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

9. Acknowledgment and Disposition of Claims

Carrier will acknowledge claim in writing within 30 days after receipt thereof, informing the Claimant of identifying number assigned thereto, and will pay, refuse payment, or make a firm compromise offer within 120 days after receipt of claim, except, that if claim cannot be disposed of within this period, Carrier will at that time and at the end of each succeeding 60-day period thereafter while claim remains pending, inform the Claimant in writing of the reason for failure to conclude claim. A separately numbered file will be established for each claim filed in accord with the provisions of this tariff. All documents, records and correspondence pertaining to such claim will be identified with this file number.

10. Pilferage

When offering a shipment for delivery, if any portion of shipment bears any indication of having been pilfered, a joint inventory of contents will be made by Carrier and Claimant and the results of inventory so noted on Carrier's delivery receipt.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

11. Reporting Concealed Damage

When damage to contents of a shipping container is discovered by the Claimant which could not have been determined at time of delivery it must be reported by the Claimant to the Carrier upon discovery and a request for inspection by the carrier's representative made. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail. If more than fifteen days pass between date of delivery of shipment by Carrier and date of report of loss or damage, and request for inspection by Claimant, it is incumbent upon the Claimant to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the Claimant after delivery of shipment by carrier. While awaiting inspection by carrier, the Claimant must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

12. Inspection by Carrier

Inspection by Carrier will be made as promptly as possible and practicable after receipt of request by Claimant. Inspection will be made within five normal work days after receipt of request from consignee, excluding Saturdays, Sundays and holidays. A day will be considered as the passing of twenty-four (24) hours from 9 A.M., local time from the date of receipt of request for inspection. Inspection of carrier will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

12. Inspection by Carrier (continued)

If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case inspection will be limited to factual report. Claimant must cooperate with Carrier in every way possible to assist in the inspection. A written record of Carrier's findings will be made at least in duplicate. The original of the report will be given the Claimant for claim support. Any inspection report issued must be incorporated in claim file. Claimant shall have the right to note dissent with any and all non-factual comments, opinions, observations or notations made by inspector on said inspection report.

13. Failure to Inspect

In the event Carrier does not make an inspection the Claimant must make the inspection and record all information to the best of his ability pertinent to the cause. Claimant's inspection, in such case, will be considered as the Carrier's inspection and will not jeopardize any recovery the Claimant is due based on the facts contained in the report.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

14. Salvage Retention

The following applies only when the Carrier and Claimant agree that the Carrier will handle disposition of the salvage, and does not in any manner affect the legal duty that the Claimant, when there is substantial value in the salvage, must accept and handle it in such manner as to mitigate the Carrier's loss as much as possible. When visible or open damage to a shipment has been established by notation having been given at time of delivery or concealed damage established by inspection report, it is the duty of the Claimant to retain damaged merchandise and shipping container until Carrier desires to take possession of merchandise as salvage. If record conclusively reflects Carrier liability, Carrier will take possession of the damaged merchandise as soon as possible and in any event, within thirty (30) days from date shipment was noted damaged on Carrier delivery receipt or from date of inspection report, if damage was concealed. If Carrier does not take possession of the damaged merchandise within the time prescribed above, Claimant must contact the Carrier and request removal of goods from his premises within fifteen (15) days from the date of such communication. If there is doubt of Carrier liability, the Carrier will so advise Claimant; in which event the Claimant may hold the merchandise until liability of Carrier is determined, or may dispose of it so as to mitigate the damage, and may file claim for such damage. Carrier will remove the damaged goods within the fifteen (15) day period or advise Claimant that Carrier liability is in doubt and that damaged merchandise is to be retained by the Claimant until Carrier has completed investigation of claim.

XIII. Claims Liability (continued)

A. Cargo Claims (continued)

15. Prior Transportation

If a concealed damage inspection report covers merchandise which has had prior transportation movement, Claimant is required to assist Carrier in determining if shipment was opened and inspected by shipper prior to reshipment, and if not, shall then assist Carrier in every way possible to establish record of prior transportation.

16. Said cargo claims liability shall not be subject to deductibles, released rates, surcharges, nor any other like or similar device designed to, or for the purpose of, lessening the liability of Carrier unless mutually agreed to in writing by both parties herein.

17. Should Carrier declare bankruptcy, become party to a carrier merger agreement, cease operations by any other means or device, or should this contract be discharged in any prescribed manner, the Claimant shall have the right to offset all outstanding cargo, overcharge, overpayment or duplicate payment claims against payments due the Carrier under provisions of Paragraph XII. Offset by the Claimant shall not bar recovery of monies rightfully due the Carrier.

18. Parties to this contract herein named agree to submit cargo claims which cannot be mutually resolved to binding arbitration under the rules of the Transportation Arbitration Board.

XIII. Claims Liability (continued)

B. Overcharge Claims

A written request by Claimant subject to the terms and conditions of this contract will be submitted to Carrier herein requesting refund of overcharges based on errors in weight, rate, calculation of charges, overcollection (including duplicate payments), misrouting or collection of charges in excess of those applicable in published agreements. Such written request shall be presented to Carrier or to its authorized agent within two (2) years of the date of final delivery.

Claimant shall endeavor to present overcharge claims on standardized forms.

XIV. Equipment

Carrier covenants and agrees that Carrier will perform this Agreement as an independent contractor and does further agree that Carrier will furnish and maintain all necessary tools and equipment, including motor vehicles, in good order and repair and with proper permits and licenses; that Carrier will employ such persons as may be necessary to carry out the terms of this contract and Carrier will pay to its employees any and all wages or sums to which they may be entitled by virtue of work or services rendered; that Carrier will be solely responsible for the direction and control of the work of its employees; and that Carrier will assume complete responsibility for the personal safety of its employees.

Carrier will furnish refrigerated trailers or dry vans which are 42 feet in length or greater, and which are capable of passing U.S. Department of Agriculture inspection. Carrier may provide the equipment from any of its terminals or from any other source. This equipment will be roadworthy and capable of hauling 40,000 pounds of freight. The equipment will be provided on a routine basis to each of Shipper's plants listed on Schedule A to this contract in sufficient numbers to transport the weekly loads from those plants as indicated on Schedule A.

XV. Transit Schedules

- A. The transit schedules will be determined based on mutual agreement of the parties from the shipping location into specific traffic corridors. Such schedules will be attached to this contract when mutually agreed to. In the absence of specific schedules, delivery times on bills of lading will govern except that such times will be null and void should they require delivery that exceeds speeds and distances allowed by law.
- B. It is hereby stipulated and agreed that the delivery time shown on the origin bill of lading or contract of carriage is based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points listed on the bill of lading or contract of carriage. The Carrier further represents that said delivery can be performed without violating any local, state or federal traffic law or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or contract.
- C. Where used in this contract, the term Reasonable Dispatch shall be deemed to mean transit times between origin and destination as determined by past performance, past performance over similar routes and distances under similar circumstances, or by advertised, stated or published schedules by the Carrier herein named.

XVI. Holidays

Neither party shall be responsible to tender shipments nor to provide pickup or delivery service on the following holidays in any year: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

XVII. Detention

Detention charges shall be same as set forth in the regulations promulgated in Ex Parte No. MC-88, Attention of Motor Vehicles, Nationwide, 49 CFR SS 1307.35(e) and 1310.15(f). If such regulations are revoked, this section will be null and void. If such regulations are materially revised, the parties agree to renegotiate this Paragraph.

XVIII. Insurance

It is agreed that Carrier shall carry personal injury, property damage, and cargo insurance sufficient to protect Shipper against any and all claims. Carrier further agrees to reimburse Shipper for all damages or losses to Shipper's freight caused by reason of dishonest or negligent acts by employees of Carrier. Additionally, Carrier shall indemnify, defend and save Shipper harmless in full against any personal injury, loss, and property damage claims arising in any manner from Carrier's performance of its obligations under this contract. The Carrier shall have on file with the above named Shipper a certificate of insurance containing the stipulation that the Shipper will be given ten days written notice of policy cancellation or of material changes to said policy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract this 15th day of August, 1990, and the same shall be considered binding upon both parties and shall remain in full force and effect unless and until cancelled according to the terms of this agreement.

Attest:

(Shipper) OSCAR MAYER FOODS CORPORATION

By

Dale N. Gillings
(Signature)

Name: Dale N. Gillings
Title: Manager; Transportation Pricing, Rates and Tariffs

WITNESS FOR SHIPPER:

Subscribed and sworn before me August 15th, 1990.

Charlene Marie Sherry, Notary Public, Delaware, WI
(Notary Signature) (County) (State)

My Commission expires 2/6, 1994.

Attest:

(Carrier) BRADWAY, INC.

By

Melvin R. Bradway
(Signature)

Name: Melvin R. Bradway
Title: President, Bradway, Inc.

WITNESS FOR CARRIER:

Subscribed and sworn before me August 10, 1990.

Charlene Marie Sherry, Notary Public, Delaware, Pennsylvania
(Notary Signature) (County) (State)

My Commission expires October 20, 1990.

NOTARIAL SEAL
CHARLENE MARIE SHERRY, Notary Public
Lester, Delaware County
My Commission Expires Oct. 20, 1990

SCHEDULE A

PENNSYLVANIA ORIGIN POINT OF
OSCAR MAYER FOODS CORPORATION PLANT

Philadelphia, PA

AMOUNT OF TONNAGE TO BE TENDERED TO CARRIER

- (a) Minimum of two truckloads per week
- (b) Minimum weight per truckload - 40,000 pounds

SCHEDULE B

CONTRACT CARRIER SCHEDULE OF

MINIMUM RATES

OF

BRADWAY, INC.

Permit No. A-00109220

Contract PA P.U.C. No. 2

Permit No. A-00109220

CONTRACT PA P.U.C. NO. 2

BRADWAY, INC.

CONTRACT CARRIER SCHEDULE
OF
MINIMUM RATES, RULES AND REGULATIONS
GOVERNING
THE
TRANSPORTATION
OF
PROPERTY
FOR
OSCAR MAYER FOOD CORPORATION
BETWEEN
POINTS IN PENNSYLVANIA
AS DESCRIBED HEREIN

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

ISSUED: SEPTEMBER 10, 1990 EFFECTIVE: SEPTEMBER 11, 1990
Issued On One Day's Notice Under Authority Of Pennsylvania Code, Title 52,
Section 23.145.

Issued By:

Melvin R. Bradway, President
Morton Avenue
Rosenhayn, New Jersey 08352

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SECTION 1
RULES AND REGULATIONS

ITEM 5

SCOPE OF CARRIER'S OPERATING AUTHORITY

Rates and provisions named in this tariff, or as amended, are limited in their application on Pennsylvania Intrastate commerce to the extent of the operating rights set forth below. Unless specifically provided, the provisions are to be interpreted in the same manner as the Pennsylvania Public Utility Commission interprets the certificate from which the following is quoted.

Permit No. A-00109220

2. To transport, as a contract carrier by motor vehicle, property, for Oscar Mayer Food Corporation, from the Pennsylvania facilities owned, leased or used by Oscar Mayer Food Corporation to points in Pennsylvania and vice versa;

with right no. 2 subject to the following conditions:

- (a) That no right, power or privilege is granted to transport commodities in bulk;
- (b) That no right, power or privilege is granted to transport household goods, personal effects and property used or to be used in a dwelling, when a part of the equipment or supplies of such dwelling, as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments, when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits which, because of their unusual nature or value, require specialized handling and the equipment usually employed in moving household goods.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 100 - GOVERNING PUBLICATIONS - METHOD OF DETERMINING MILEAGE

Except as specifically provided herein, this Schedule is governed by the following described publications, supplements thereto and reissues thereof:

Rates and charges contained herein based on mileage shall be computed in accordance with the Official Highway Map of Pennsylvania, distributed by the Department of Highways, and shall be via the shortest route from origin to destination.

ITEM 101 - DEFINITION OF A SHIPMENT

A shipment is a lot of freight tendered to the carrier by one consignor at one time at one place, for delivery to one consignee on one bill of lading.

ITEM 150 - APPLICATION OF SCHEDULE

The rates, rules and regulations published in this Schedule of Rates apply only for the traffic of the following shippers with whom this carrier is under contract:

Oscar Mayer Food Corporation

ITEM 160 - COMMODITY ITEM NAMING TWO OR MORE ARTICLES

Unless otherwise specifically provided, where the same rate is published in one item on two or more articles, it will apply on straight or mixed shipments of such articles.

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Abbreviations and reference marks are explained on last page herein.

SECTION I
RULES AND REGULATIONS

ITEM 390 - SHIPMENTS EXCEEDING CAPACITY OF VEHICLE

When a shipment exceeds the quantity of freight which can be loaded in a single truck or trailer 40 feet in length, the following provisions will apply:

- (a) The first vehicle shall be loaded to its full capacity and charged for the actual weight but not less than the established minimum weight, and at the truckload rates.
- (b) If the remainder of the shipment fills the capacity of a second or subsequent vehicle(s), each such truckload or truckloads shall be charged at the actual weight but not less than the established minimum weight, and at the truckload rate.
- (c) If an excess quantity of freight remains not filling the capacity of an entire vehicle, such quantity shall be charged for at the actual weight on such vehicle subject to the established minimum weight and at the truckload rate applicable to the entire shipment.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE

SECTION 1 - APPLICABILITY OF REGULATIONS

The regulations set forth in this rule will govern the processing of claims for loss, damage, injury, or delay to property transported or accepted for transportation, in interstate or foreign commerce, by the carrier, subject to the Interstate Commerce Act.

SECTION 2 - FILING OF CLAIMS

(a) Claims in writing required. A claim for loss, damage, injury, or delay to cargo, will not be voluntarily paid by carrier unless filed in writing, as provided in paragraph (b) of this section, with the receiving or delivering carrier, or carrier issuing the bill of lading or receipt, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

(b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) Documents not constituting claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in paragraph (b) of this section.

(d) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less," the carrier against whom such claim is filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with provisions of paragraph (b) of this section.

(Continued)

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407 (Continued)

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Continued)

SECTION 2 - FILING OF CLAIMS (Concluded)

(e) Other claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

SECTION 3 - ACKNOWLEDGMENT OF CLAIMS

(a) The carrier will, upon receipt in writing of a proper claim in the manner and form described in this schedule, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

(b) The carrier will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's written acknowledgment of receipt to the claimant.

SECTION 4 - INVESTIGATION OF CLAIMS

(a) Prompt investigation required. Each claim filed against the carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) Supporting documents. When a necessary part of an investigation, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or

(Continued)

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407 (Continued)
PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Continued)

SECTION 4 - INVESTIGATION OF CLAIMS (Concluded)

(b) Supporting documents (Concluded).

where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

(c) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

SECTION 5 - DISPOSITION OF CLAIMS

When carrier received a written claim for loss, damage, injury, or delay to property transported carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.

SECTION 6 - PROCESSING OF SALVAGE

(a) Whenever goods, or other property transported by carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

(Continued)

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 407 (Concluded)
PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Concluded)

SECTION 6 - PROCESSING OF SALVAGE (Concluded)

(b) Whenever disposition of salvage material or goods will be made directly to an agent or employee of carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

T H I S S P A C E I N T E N T I O N A L L Y L E F T B L A N K

Abbreviations and reference marks are explained on concluding page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 440

COMMERCIAL ZONES

APPLICATION OF RATES FROM AND TO COMMERCIAL ZONES
(Applicable only where specific reference is made hereto)

Where reference is made to this Item, rates applicable from or to named points in this tariff will also apply from or to the commercial zone of said named point to the extent provided in this Item:

The commercial zone of each municipality in the United States shall be deemed to consist of:

(a) The municipality itself, hereinafter called the base municipality;

(b) All municipalities which are contiguous to the base municipality;

(c) All other municipalities and all unincorporated area within the United States which are adjacent to the base municipality as follows:

(1) When the base municipality has a population of less than 2,500 all unincorporated areas within three miles of its corporate limits and all of any other municipality any part of which is within three miles of the corporate limits of the base municipality,

(2) When the base municipality has a population of 2,500 but less than 25,000, all unincorporated areas within four miles of its corporate limits and all of any other municipality any part of which is within four miles of the corporate limits of the base municipality,

(3) When the base municipality has a population of 25,000 but less than 100,000, all unincorporated areas within six miles of its corporate limits and all of any other municipality any part of which is within six miles of the corporate limits of the base municipality,

(4) When the base municipality has a population of 100,000 but less than 200,000 all unincorporated areas within eight miles of its corporate limits and all of any other municipality any part of which is within eight miles of the corporate limits of the base municipality,

(5) When the base municipality has a population of 200,000 but less than 500,000, all unincorporated areas within 10 miles of its corporate limits and all of any other municipality any part of which is within 10 miles of the corporate limits of the base municipality,

(6) When the base municipality has a population of 500,000 but less than one million, all unincorporated areas within 15 miles of its corporate limits and all of any other municipality any part of which is within 15 miles of the corporate limits of the base municipality,

(continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 440 (Concluded) COMMERCIAL ZONES

APPLICATION OF RATES FROM AND TO COMMERCIAL ZONES
(Applicable only where specific reference is made hereto)

(7) When the base municipality has a population of one million or more, all unincorporated areas within 20 miles of its corporate limits and all of any other municipality any part of which is within 20 miles of the corporate limits of the base municipality, and,

(d) All municipalities wholly surrounded, or so surrounded except for a water boundary, by the base municipality, by any municipality contiguous thereto, or by any municipality adjacent thereto which is included in the commercial zone of such base municipality under the provisions of paragraph (c) of this section.

T H I S S P A C E I N T E N T I O N A L L Y L E F T B L A N K

Abbreviations and reference marks are explained on last page herein.

SECTION I
RULES AND REGULATIONS

ITEM 455 - CONSECUTIVE NUMBERS OR LETTERS

When consecutive numbers or letters are shown joined by the word "to", such as "1 to 10" or "A to C", it will be understood that both the first and last number or letter are included in the reference.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500

DETENTION - VEHICLES WITH POWER UNITS

This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION I - GENERAL PROVISIONS

(a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the purpose of this item, the term truckload rates shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.

(b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.

(c) Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.

(d) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be responsible for any accrued detention charges (See Note A).

(e) When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.

(f) Nothing in this item shall require a carrier to pickup or deliver freight at hours other than the carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2 - DEFINITIONS

The following general definitions will apply when the below terms are used in this item:

(a) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.

(b) "Loading" includes furnishing carrier with Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.

(c) "Unloading" includes:

(1) Surrender of the Bill of Lading to the carrier on shipments billed "To Order",

(Continued)

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500 (Continued)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 2 - DEFINITIONS (Continued)

(c) "Unloading" includes: (Continued)

- (2) Payment of lawful charges to the carrier when required prior to delivery of the shipment,
- (3) Notification to the carrier that vehicle is unloaded, and
- (4) Signing of delivery receipt.

(d) "Premises" means the entire property at or near the physical facilities of consignor, consignee or other designated party.

(e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

(f) "Normal non working periods" means meal, coffee, and rest breaks.

(g) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

SECTION 3 - COMPUTATION OF TIME

(a) Commencement and termination:

(1) The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refused to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

(2) Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

(b) Prearranged scheduling:

(1) Subject to the provisions in Item 503 and upon reasonable request of consignor, consignee or others designated by them, carrier will without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

(2) When the carrier enters into a prearranged schedule with consignor, consignee or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor,

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500 (Continued)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 3 - COMPUTATION OF TIME (Continued)

(b) Prearranged scheduling: (Continued)

(2) (continued)

consignee, or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall extended free time exceed 60 minutes.

(3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(c) Conditions governing the computation of time:

(1) Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

(2) When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:

(i) to request that the vehicle without power remain at its premises subject to the provisions of section 4(d); or

(ii) to request that the vehicle with power be returned to carrier without being subject to charge for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

(3) When carrier's employee interrupts loading or unloading by the taking of any normal non working periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

(Continued)

SECTION 1
RULES AND REGULATIONS

ITEM 500 (Continued)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 4 - FREE TIME

(a) Free time shall be computed as follows:

<u>ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP (SEE NOTE B):</u>	<u>FREE TIME IN MINUTES PER VEHICLE STOP</u>
Less than 10,000.....	120
10,000 but less than 20,000.....	180
20,000 but less than 28,000.....	240
28,000 but less than 36,000.....	300
36,000 but less than 44,000.....	360
44,000 or more.....	420

(b) When at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 120 minutes, except that, when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4(a).

(c) When more than one truckload shipment or a truckload shipment and one or more less-than-truckload (LTL) or any quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time; in all other instances the individual shipment weight will be used.

(d) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee or other party designated by them, the free time and detention charges will be applied as follows:

- (1) If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
- (2) If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change is requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.

(e) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

(f) Loading or unloading at more than one site or on the premises of consignor, consignee or other designated party shall constitute one vehicle stop.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 500 (concl'd)

DETENTION - VEHICLES WITH POWER UNITS

SECTION 5 - CHARGES

When the delay per vehicle beyond free time is one hour or less the charge will be \$18.00. For each additional 30 minutes or fraction thereof, the charge will be \$9.00.

SECTION 6 - RECORDS

A written record of the following information must be maintained by the carrier on all truckload shipments, and such records must be kept available at all times:

- (a) Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded;
- (b) Identification of vehicle tendered for loading or unloading;
- (c) Date and time of notification of arrival of the vehicle for loading or unloading;
- (d) Date and time loading or unloading is begun;
- (e) Date and time loading or unloading is completed;
- (f) Date and time vehicle is released by consignor, consignee or other party at place of pickup or delivery after loading or unloading is completed;
- (g) Actual time of non-working periods;
- (h) Total actual weight of shipment or shipments loaded or unloaded;
- (i) Whether articles are tendered under a prearranged schedule for loading or unloading;
- (j) Date and time specified for vehicles tendered under a prearranged schedule;
- (k) Alternative arrangement made when a vehicle is tendered under a prearranged schedule that was not adhered to.

NOTE A: At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

NOTE B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.

Abbreviations and Reference Marks are explained on last page herein

SECTION 1
RULES AND REGULATIONS

ITEM 501

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION I - GENERAL PROVISIONS

(a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

(b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading, the Bill of Lading must show "shipper load and count".

(c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.

(d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.

(e) Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4.

(f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading, and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect.

(g) Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

SECTION 2 - DEFINITIONS

The following general definitions will apply when the below terms are used in this item:

- (a) "Vehicle" means tractor-trailer combinations used for the transportation of property where:
- (1) "Trailer" means mobile units used to transport property and,
 - (2) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Continued)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 2 - DEFINITIONS (Continued)

(b) "Loading" includes:

- (1) furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
- (2) notification to the carrier that the vehicle is loaded and ready for forwarding.

(c) "Unloading" includes:

- (1) surrender of the Bill of Lading to the carrier on shipments billed "To Order";
- (2) payment of lawful charges to the carrier when required prior to delivery of the shipment;
- (3) notification to the carrier that vehicle is unloaded and ready for forwarding; and
- (4) signing of delivery receipt.

(d) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

(e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

(f) "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification, pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in Section 3.

SECTION 3 - COMPUTATION OF FREE TIME

(a) Commencement of spotting and free time:

- (1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Continued)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 3 - COMPUTATION OF FREE TIME (Continued)

(a) Commencement of spotting and free time: (Continued)

- (2) When any portion of the 24 hour free time extends into a Saturday, Sunday or holiday (National, State or Municipal) the computation of time for such portion shall resume at 12:01 A.M. on the next day which is neither a Saturday, Sunday or holiday.
- (3) Free time shall not begin on a Saturday, Sunday or holiday (National, State or Municipal), but at 8:00 A.M. on the next day which is neither a Saturday, Sunday or holiday.
- (4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of each other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

(b) Termination of spotting and notification:

- (1) Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail shall be given by consignor, consignee or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.
- (2) When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee or other party designated by them, the free time and detention charges will be applied as follows:
 - (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
 - (ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Continued)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 3 - COMPUTATION OF FREE TIME (Continued)

(c) Prearranged scheduling:

- (1) Subject to the provisions of Item 503 and upon reasonable request of consignor, consignee or others designated by them, carrier will without additional charge enter into a prearranged schedule for the arrival of trailers for spotting.
- (2) If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
- (3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

SECTION 4 - CHARGES

(a) General detention charges: After the expiration of free time as provided in Section 3(a) of this item, charges for detaining a trailer will be assessed as follows:

	<u>Charge</u>
(1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays and holidays excepted).....	\$25.00
(2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays and holidays excepted).....	\$35.00
(3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays and holidays included).....	\$50.00

(b) Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Section 3, Part I.

(c) Strike interference charge: When because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded or empty trailers detained on their premises, a detention charge of \$25.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays and holidays shall be included after the 4th day of charges.

(Continued)

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 501 (Concluded)

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OR DROPPING TRAILERS (NOTE)

SECTION 5 - RECORDS

A written record of the following information must be maintained by the carrier on all spotted trailers, and such record must be kept available at all times:

- (a) Name and address of consignor, consignee or other party at whose premises the trailer is spotted;
- (b) Identification of spotted trailer;
- (c) Date and time of arrival of the trailer for spotting;
- (d) Date and time notification that the spotted trailer is ready for pickup was received by the carrier;
- (e) Date and time of arrival and departure of power unit for pickup;
- (f) The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release;
- (g) Whether trailers are spotted under a prearranged schedule;
- (h) When trailers are spotted under a prearranged schedule, the date and time specified therefor.

Note: For the purpose of this item the terms spotting and dropping are considered to be synonymous and are used interchangeably.

ITEM 503

PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carrier will, without charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Items 500 and 501.

Section 1: Request for prearranged scheduling may be oral or in writing.

Section 2: Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

Section 3: The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.

Abbreviations and Reference Marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 565 - FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a rate, omit fractions of less than one-half (1/2) of one cent, and increase to the next whole figure fractions of one-half (1/2) of one cent of greater.

ITEM 571 - LAYOVER CHARGES

When at the request of the shipper or consignee, or due to conditions beyond the control of this carrier, equipment and driver must lay-over to the following day at destination or origin (other than at terminal point of carrier) to perform pickup or delivery service, an additional charge of \$135.00 shall be assessed for each overnight layover.

ITEM 578 - LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Except as otherwise provided herein, rates published in this tariff do not include loading or unloading of freight by the carrier.

When carrier is requested by the consignor to perform the loading of the shipment onto the carrier's vehicle either in whole or in part, a charge of sixteen (16) cents per one hundred pounds will apply to that portion of the shipment that carrier has loaded.

When carrier is requested by consignee to perform the unloading of the shipment from carrier's vehicle either in whole or in part, a charge of sixteen (16) cents per one hundred pounds will apply to that portion of the shipment that carrier has unloaded.

Driver will endorse the bill of lading to show the number of cases and the weight of the shipment loaded onto carrier's vehicle or unloaded from carrier's vehicle.

ITEM 595 - MAXIMUM CHARGE

The charge for a shipment of lesser weight shall not exceed the charge for a shipment of the same goods, in the same form or container, from and to the same points, over the same route, of a greater weight.

EXAMPLE: The charge for a shipment weighing 29,990 pounds shall not be greater than the charge for 30,000 pounds of the same commodity at the rate applicable therefor.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 645 - MIXED SHIPMENTS - TRUCKLOAD OR VOLUME

When a number of different articles (for which rates are provided herein in straight truckload shipments) are shipped together in a truckload, they will be charged for at actual weight and at the straight truckload rate applicable to each article therein. The truckload minimum weight shall be the highest provided for any article in the mixture, and any deficit in such minimum weight will be charged for at the lowest truckload rate applicable to any article in the shipment.

ITEM 680 - PACKAGING OF SHIPMENTS

All shipments transported by this carrier must be packaged in such a manner as to reasonably insure safe delivery. Articles loose (not in packages) will be accepted by the carrier where and when it deems it practicable to do so, but only when necessary dunnage or other packaging materials are furnished by the shipper.

ITEM 710 - TRANSPORTATION OF PALLETS

When commodities are transported on pallets, charges thereon shall be based on the applicable rate and weight of the shipment not including the weight of the pallets.

Pallets so constituting part of the standard equipment of the carrier's vehicle for such shipments may be removed by consignor, provided such consignor replaces in the carrier's vehicle a like number of pallets of identical size and construction in equally good condition, underload; or may be removed by the consignee provided such consignee replaces in the vehicle a like number of pallets of identical size and construction in equally good condition, loaded or empty. Pallets so replaced will become carrier's property as part of the standard equipment of the vehicle in lieu of the carrier's pallets exchanged by consignor or consignee.

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Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 750 - PICKUP OR DELIVERY SERVICE

Except as otherwise provided, rates published herein include one collection (pickup) of freight from shipper's plant or address and one delivery to plant or address of consignee, provided points of receipt and delivery are accessible to carrier's vehicle.

The rates named herein include pickup and delivery service at all places within the limits of the cities, towns, villages, or other points from, to, or between which the rates apply.

ITEM 820 - DIVERSION OR RECONSIGNMENT

Shipments transported by this carrier may be diverted or reconsigned in transit, or at destination subject to the following:

1. The term Diversion or Reconsignment means:
 - (a) A change in the name of the consignor or consignee.
 - (b) A change in the destination.
 - (c) Any other instructions given by consignor, consignee or owner necessary to effect delivery and requiring an addition in billing or additional movement of the vehicle (see Note).
2. A request for diversion or reconsignment must be made or confirmed in writing.
3. When an order for diversion or reconsignment is received by the carrier while a shipment is in transit, diligent effort will be made to locate the shipment and effect the change desired while in the carrier's possession, but such carrier will not be responsible for failure to effect such change ordered while the shipment is in transit unless such failure is due to the error or negligence of its employees.
4. A charge of \$100.00 will be made for each shipment, each diversion or reconsignment in transit or at destination (Note).
5. The rate to be applied on the shipment accorded diversion or reconsignment privileges under these rules will be the rate from origin to original destination plus 150 cents per mile from original destination to final destination subject to a minimum charge of the rate from original origin to final point of destination.

NOTE: There will be no charge on shipments diverted or reconsigned prior to the shipment being dispatched at point of origin.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 830 - REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier such delivery can not be accomplished, no further tender will be made except upon request. Additional tenders or final delivery will be subject to the following provisions:

- (a) When shipments are returned to consignor, the return transportation will be charged for at the same rate or charge applicable to the original shipment (less stop-off charges, if any) subject to the truckload rate and minimum weight that applied on the outbound movement.
- (b) When carrier is requested to make redelivery at consignee's place, such redelivery will be subject to redelivery charges of \$200.00 per 24 hours or fraction thereof from the time of refusal of original attempted delivery to the time of completion of redelivery.

ITEM 845 - REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES OR OTHER PROVISIONS

Where reference is made herein to tariffs, items, notes, rules or other provisions such reference will include any and all supplementary changes or reissues of such tariff, item, note, rule or other provision.

ITEM 860 - REFUSED, UNCLAIMED OR UNDELIVERED SHIPMENTS

All freight refused or undelivered, for reasons beyond carrier's control, will be handled in accordance with the provisions of the specific bill of lading issued therefor. Notice to shipper of carrier's inability to effect delivery will be given immediately by telephone or telegraph and confirmed in writing within 24 hours. All subsequent movements of such shipment shall be subject to rates, charges and other applicable regulations that were in effect on the date of the outbound movement.

The carrier shall assess a storage charge of \$200.00 per day or fraction thereof commencing with 7:00 A.M. on the day following refusal or the day that the shipment was deemed refused, unclaimed or undelivered to and including the day that the carrier is advised of disposition of the shipment.

Abbreviations and reference marks are explained on last page herein.

SECTION 1
RULES AND REGULATIONS

ITEM 900

STOP-OFF IN TRANSIT

Truckload shipments may be stopped off at origin or at destination or at points directly intermediate between origin and destination (consistent with carrier's given authority), for completion of loading or for partial unloading, subject to conditions as follows: (See Note A).

- (a) All freight charges must be paid in full at one time by either the shipper or the consignee named in the bill of lading.
- (b) Only one bill of lading and one shipping order shall be issued for the entire shipment, and such document shall show the name of but one shipper and one consignee and one destination.
- (c) The name of places or addresses at which the vehicle is to be stopped shall be shown either on the body of the bill of lading and shipping order or on a separate paper attached thereto and to be considered a part thereof.
- (d) An unlimited number of stops shall be permitted, exclusive of the original pickup and final delivery.
- (e) The charge for each stop shall be \$63.00, in addition to the rate provided in paragraph (f) below.
- (f) Except as provided in paragraph (g) below, the rate from the original place of shipment to place of final delivery will apply on the total weight of shipment, subject to minimum truckload weight where greater.
- (g) If the rate from any point where a stop is made for completion of loading is higher than the rate from original point of shipment to destination, such higher rate shall apply; or if the rate to any place where a stop is made for partial unloading is higher than the rate to final destination, that higher rate shall apply. The term "rate" as used herein means the amount of freight charges.
- (h) When dual service is performed partial unloading will be permitted only at the points beyond at which the last stop for partial loading is made and further loading of a shipment will be prohibited after it has been partially unloaded.

NOTE A: When mileage commodity rates are applicable, mileage will be computed from origin to destination via stop-off point or points. When specific commodity rates are applicable they will apply via the shortest mileage from initial origin to final destination. Total miles of actual movement via the stop-off point or points will be determined, and any miles in excess of the direct miles from initial origin to final destination will be charged for at 150 cents per mile. These charges to be in addition to all other applicable charges. Mileage to be determined by use of Official Highway Map of Pennsylvania (See Item 100).

Abbreviations and reference marks are explained on last page of tariff.

SECTION 2

THIS SECTION CONTAINS SPECIFIC COMMODITY RATES.

Rates published in this section on the same commodity, from points of origin to destination, will apply regardless of rates between the same points, over the same routes, published in Section 3.

SECTION 2
SPECIFIC COMMODITY RATES
(In Cents Per 100 Pounds, Except As Noted)

THIS SPACE RESERVED FOR FUTURE USE.

Abbreviations and reference marks are explained on last page herein.

SECTION 3

THIS SECTION CONTAINS MILEAGE COMMODITY RATES.

Mileage Commodity Rates published in this section may be used only when no commodity rates (other than Mileage Commodity Rates) are published to apply from and to the same points over the same routes.

When rates are published in Section 2, the rates named in this section on the same commodity from and to the same points, over the same routes will not apply.

SECTION 3
MILEAGE COMMODITY RATES
(In Cents Per 100 Pounds, Except As Noted)

ITEM 3000

PROPERTY for Oscar Mayer Food Corporation

BETWEEN: The Pennsylvania facilities owned, leased or used by
Oscar Mayer Food Corporation

AND: Points in Pennsylvania

Distances (mileage) will be determined by use of the Official Highway Maps of Pennsylvania (Item 100).

MILES		TRUCKLOAD RATES MINIMUM WEIGHT 40,000 POUNDS
OVER	NOT OVER	
0	50	109
50	100	145
100	150	162
150	200	181
200	250	200
250	300	210
300	350	217
350	400	226
400	450	234
450	500	243
500	550	251
550	600	260

Abbreviations and reference marks are explained on last page herein.

EXPLANATION OF ABBREVIATIONS

A.M.	Before Noon	M	Weights in thousands of pounds indicated; viz., 24M means 24,000 pounds.
AQ	Any Quantity	MC ...	Motor Carrier
AFB	Air Force Base	MF ...	Motor Freight
ave.	Avenue	Min. .	Minimum
Bbls. ...	Barrels	N	North
Blvd. ...	Boulevard	NMF ..	National Motor Freight
Co.	Company	No. ..	Number
Col.	Column	NOI ..	Not otherwise indexed
C.O.D. ..	Collect on Delivery	Nos. .	Numbers
Concl'd .	Concluded	Pkgs..	Packages
Cont'd ..	Continued	P.M. .	Afternoon
Cu.	Cubic	P.O. .	Post Office
Cwt.	100 pounds	R.D. .	Rural Delivery
Cy	County	Rd. ..	Road
Etc.	And so forth	S	South
GA	Georgia	St. ..	Street
ICC	Interstate Commerce Commission	SU ...	Set Up
i.e.	That is	TL ...	Truckload
Inc.	Incorporated	Twp. .	Township
Jct.	Junction	U.S. .	United States
K.D.	Knocked Down	VA ...	Virginia
K.D.F. ..	Knocked Down Flat	Viz. .	Namely
Lb.	Pound	W	West
Lbs.	Pounds	Wt. ..	Weight
LTL	Less than truckload		

EXPLANATION OF REFERENCE MARKS

(LU) - Applicable only when shipper loads and consignee unloads carrier's vehicle. Bill of Lading and Shipping Order must be so endorsed and the freight bill must show that loading was by shipper and unloading by consignee.

♦ ...	Denotes increase	‡ ...	Denotes reduction
• ...	Denotes no change	\$...	Dollar(s)
¢ ...	Cent(s)	& ...	And
% ...	Percent	@ ...	Denotes addition or new
(c) ..	Cancel		
▲ ...	Denotes changes which result in neither increases nor reductions in charge.		

SCHEDULE C

CLAIMS PROCEDURE TO BE FOLLOWED

BY

OSCAR MAYER FOODS CORPORATION

AND

BRADWAY, INC.

FOR THE

PROCESSING OF CLAIMS

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE

SECTION 1 - APPLICABILITY OF REGULATIONS

The regulations set forth in this rule will govern the processing of claims for loss, damage, injury, or delay to property transported or accepted for transportation, in interstate or foreign commerce, by the carrier, subject to the Interstate Commerce Act.

SECTION 2 - FILING OF CLAIMS

(a) Claims in writing required. A claim for loss, damage, injury, or delay to cargo, will not be voluntarily paid by carrier unless filed in writing, as provided in paragraph (b) of this section, with the receiving or delivering carrier, or carrier issuing the bill of lading or receipt, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

(b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) Documents not constituting claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in paragraph (b) of this section.

(d) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less," the carrier against whom such claim is filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with provisions of paragraph (b) of this section.

(Continued)

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Continued)

SECTION 2 - FILING OF CLAIMS (Concluded)

(e) Other claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

SECTION 3 - ACKNOWLEDGMENT OF CLAIMS

(a) The carrier will, upon receipt in writing of a proper claim in the manner and form described in this schedule, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

(b) The carrier will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's written acknowledgment of receipt to the claimant.

SECTION 4 - INVESTIGATION OF CLAIMS

(a) Prompt investigation required. Each claim filed against the carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) Supporting documents. When a necessary part of an investigation, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or

(Continued)

PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF
LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE (Concluded)

SECTION 6 - PROCESSING OF SALVAGE (Concluded)

(b) Whenever disposition of salvage material or goods will be made directly to an agent or employee of carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

T H I S S P A C E I N T E N T I O N A L L Y L E F T B L A N K

SCHEDULE D

SCOPE OF CARRIER'S OPERATING AUTHORITY

BRADWAY, INC.

PERMIT NO. A-00109220

SECTION 1
RULES AND REGULATIONS

SCOPE OF CARRIER'S OPERATING AUTHORITY

Rates and provisions named in this tariff, or as amended, are limited in their application on Pennsylvania Intrastate commerce to the extent of the operating rights set forth below. Unless specifically provided, the provisions are to be interpreted in the same manner as the Pennsylvania Public Utility Commission interprets the certificate from which the following is quoted.

Permit No. A-00109220

2. To transport, as a contract carrier by motor vehicle, property, for Oscar Mayer Food Corporation, from the Pennsylvania facilities owned, leased or used by Oscar Mayer Food Corporation to points in Pennsylvania and vice versa;

with right no. 2 subject to the following conditions:

- (a) That no right, power or privilege is granted to transport commodities in bulk;
- (b) That no right, power or privilege is granted to transport household goods, personal effects and property used or to be used in a dwelling, when a part of the equipment or supplies of such dwelling, as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments, when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits which, because of their unusual nature or value, require specialized handling and the equipment usually employed in moving household goods.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

September 10, 1990

IN REPLY PLEASE
REFER TO OUR FILE

James P. Sherry, President
Motor Carriers Service Bureau, Inc.
P.O. Box 9023
Lester, PA 19029-0023

In re: A-00109220 - Application of Bradway, Inc.

Dear Sir:

I have reviewed the two contracts submitted in conformity with the order entered in the above-captioned application May 17, 1990.

The applicant's contract with Oscar Mayer Food Corporation is acceptable.

The applicant's contract with the Pillsbury Company is not acceptable. The problem arises from Article 5 which specifically states that there is no guarantee of a minimum tonnage or number of shipments. Additionally, even if a minimum were given in this Article, the provision limiting the applicant's remedy to cancelling the contract would be unacceptable since our regulations require both parties to have specific obligations (i.e., the shipper to tender cargo and the carrier to transport it).

Please prepare a revised contract or a supplement modifying Article 5 with regard to the authority granted and submit it to this office as soon as possible.

Very truly yours,

Lawrence Keener-Farley, Esq.
Technical Review Section
Bureau of Transportation

LK-F:np

cc: Document Folder
Tariff Section
Secretary's Bureau

