

Tariff ANR 100-U
Accessorial Rates
And Charges
Reference Guide
A & R Transport

Effective July 18th, 2017



<http://www.artransport.com/>

Introduction:

The following contains the general terms and conditions of contract under which A&R Logistics, Inc. d/b/a A&R Transport ® is engaged in the transportation of shipments itself and jointly through interchange with its affiliates via the services described below.

The A&R Tariff/Terms and Conditions of Service ("Terms") are effective on the date set forth above and are subject to change without prior notice. The Terms are published periodically in printed form in the A&R Rate and Service Guide ("Service Guide") and electronically on the A&R website (artransport.com®). The most current and controlling version of the Terms are published at _____ and is available at all local A&R Terminals. In tendering a shipment for service, the shipper agrees that the version of the terms and applicable Service Guide in effect at the time of shipping will apply to the shipment and its transportation. The Terms apply to all A&R Bulk or Dry Van Transportation Services.

Rates, Charges, and Payment Terms:

- (a) Shipper shall pay Carrier, within fifteen (15) days of the shipment date shown on the invoice, the amounts calculated in accordance with the schedule of rates and charges attached hereto as Appendix A, including any written supplements thereto, and as otherwise set forth in this Service Guide. No offsets may be taken against invoiced charges. Carrier shall apply Shipper's payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Carrier may assess a service charge of 1 ½ % per month (or the highest lawful rate, if less) for any delayed payments.
- (b) On billings to third parties, Shipper, as the contracting party with Carrier, will be responsible for all freight and related charges for transportation under this Service Guide. As an accommodation to Shipper, Carrier shall bill a third party upon notice on the freight documentation the Parties utilize, but Shipper agrees to guarantee payment and stand as primary debtor. Carrier shall: (i) advise Shipper if third party payment is not made within fifteen (15) days of billing; (ii) assign to Shipper any rights Carrier may have to collect freight charges from the third party; and (iii) cooperate with Shipper in any collection proceeding instituted by Shipper, with the understanding that Carrier will be reimbursed reasonable expenses of so doing. Shipper will pay the third party freight bill within fifteen (15) days of the assignment provided above.
- (c) If Shipper does not pay the invoiced amounts, Carrier must commence civil action or final and binding arbitration proceedings to recover such invoiced amounts within eighteen (18) months of delivery or tender of delivery of the shipments involved. If Carrier alleges undercharges, or Shipper alleges overcharges, duplicate payment, or overcollection, notice of such claims or unidentified payments must be given within 180 days of receipt of the invoice and a civil action or arbitration proceeding must be filed within eighteen (18) months of delivery or tender of delivery of the shipments involved. The processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims shall be governed by present federal regulations codified at 49 C.F.R. Part 378.
- (d) Tolls: all tolls will be passed through as separate line item on invoices. Tolls will be calculated as round trip using PC Miler Zip to Zip practical routing. Shippers that utilize routing other than Practical routing by contract will have tolls passed through via the practical or safest route of transit that utilizes toll roads that most closely represents actual cost round trip.
- (e) Accessorial: per A&R's Accessorial Matrix Schedule A attached.
- (f) Fuel Surcharge: will be calculated by A&R's FSC Table attached.
- (g) All pricing is based upon PC Miler version 26 or as updated. All rates are calculated on zip code to zip code practical basis.
- (h) The terms and conditions presented within this Service Guide supersedes any terms on the shipper's tender or on shipper provided bill of lading.

Freight Documentation:

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

Insurance:

Carrier shall maintain during the term of this Service Guide (a) workers' compensation insurance on all employees, as required by applicable state law, (b) automobile and property damage liability insurance with limits of liability of not less than \$ 5,000,000 per occurrence, (c) cargo legal liability insurance to cover damage to or loss of cargo in the amount of \$0.25 per pound with a maximum of \$10,000 per occurrence, and (d) general liability insurance with limits of liability of not less than \$ 500,000 per occurrence. The required insurance shall cover the entire geographic scope in which the Carrier will operate under this Service Guide and, as applicable, be "Broad Form." Upon request, Carrier will furnish Shipper with a certificate of insurance from a reputable insurance company evidencing such insurance. Carrier will request that its insurance company provide 30 days' advance notice to Shipper prior to cancellation of such insurance. Neither Party waives any right to subrogation it or its insurers may have arising out of service provided pursuant to this Service Guide. Notwithstanding the foregoing, if Carrier meets all applicable federal requirements, Carrier may self-insure. Upon request, Carrier shall furnish Shipper with proof of self-insurance.

Refused Shipment - Warehouseman Liability:

If the consignee refuses the lading tendered by Carrier or if Carrier is unable to deliver the lading because of fault or mistake of Shipper or the consignee, or if Shipper advises and instructs Carrier to stop movement of the lading and to hold it in transit, Carrier's liability thereafter immediately shall be that of a warehouseman. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading

properly. Carrier shall (a) attempt to give Shipper notice as soon as possible if the foregoing occurs, (b) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (c) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

Cargo Liability:

(a) Carrier shall be liable to Shipper for loss or damage to lading occurring while it is in Carrier's possession, except to the extent such loss or damage is caused by an act of God or a public enemy, a public authority, an act of Shipper, or the inherent vice or nature of the lading. Carrier's possession of lading under this Service Guide shall begin when Carrier has executed the freight documentation form for such lading and shall terminate upon the lading being tendered for delivery to Shipper's consignee.

(b) Carrier's default level of cargo liability is \$.25/lb or \$10,000, whichever is less. Higher levels of carrier liability are available upon request by requesting additional levels of carrier liability at least 24 hours prior to shipment, receiving a quote from carrier, and accepting the higher transportation charges quoted for the higher level of carrier liability. Shipper's notations on the bill of lading regarding carrier liability or cargo value shall not increase carrier's default level of carrier liability unless shipper has contacted carrier, requested and received a quote for higher levels of carrier liability, and agreed to pay the higher transportation charge quoted.

(c) Claims for loss or damage to lading must be filed in writing by Shipper within nine (9) months from date of delivery, or scheduled date of delivery for lost lading, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery, and a civil suit or arbitration proceeding shall be commenced by Shipper within two (2) years from the date Carrier gives Shipper written notice Carrier is disallowing the claim or any part of it. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370.

(d) The measure of damages for loss of or physical damage to the cargo shall be the replacement cost of the lading. Carrier also shall be liable for the reasonable costs of the Shipper to mitigate its damages.

(e) In no event shall Carrier be liable to Shipper or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Shipper has informed Carrier in written or electronic form, prior to or when tendering a shipment or series of shipments to Carrier, of the potential nature and type of such damages, and Carrier specifically agrees in written or electronic form to accept responsibility for such damages. In no event shall Carrier be liable to SHIPPER OR ANYONE ELSE FOR PUNITIVE OR EXEMPLARY DAMAGES THAT RELATE TO LOSS, DAMAGE OR DELAY TO A SHIPMENT.

Sealed Shipment:

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

Salvage:

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

Indemnification:

(a) Shipper agrees to indemnify, defend and hold harmless Carrier, its employees, agents, representatives, successors and assigns from and against any and all judgments, costs, damages, claims, causes of action and expenses (including attorney's fees) resulting from or arising out of any injuries to persons (including death) and damage to property to the extent caused by the negligent acts or omissions of Shipper, its employees, agents, servants or representatives.

(b) Carrier agrees to indemnify, defend and hold harmless Shipper, its employees, agents, representatives, successors and assigns from and against any and all judgments, costs, damages, claims, causes of action and expenses (including attorney's fees) resulting from or arising out of any injuries to persons (including death) and damage to property to the extent caused by the negligent acts or omissions of Carrier, its employees, agents, servants or representatives.

(c) In the event such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) are caused by the joint and concurrent negligence of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) shall be borne by each Party in proportion to its degree of fault.

(d) EXCEPT FOR CLAIMS FOR PHYSICAL INJURIES TO PERSONS AND DAMAGES TO PHYSICAL PROPERTY AS PROVIDED UNDER SECTION 10 (a) AND (b) ABOVE, NEITHER PARTY WILL BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS), OR (3) LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THIS SERVICE GUIDE; BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Hazardous Materials:

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

Accessorial	Rate	Per	Minimum	Notes
Deadhead / Empty Miles	1.85	Mile	NA	From nearest A&R Terminal
Minimum Charge	698.00	Linehaul	NA	Minimum Charge
Extraneous Miles	NA	Mile	NA	Loaded Rate per Mile + FSC for out of route miles driven
Detention	80.00	Hour	NA	After 2 hours free load, unload, or requested stop
Wash Charge	195.00	EA	NA	Add'l Fee for more intensive or specialty washes
Border Crossing (Mexico)	400.00	EA	NA	Includes 2 hours free time for crossing
Border Crossing (Canada)	300.00	EA	NA	Includes 2 hours free time for crossing
Tolls	NA	Round Trip	NA	Actual Pass Through of Cost based on PC Miler Practical Routing
Scale Fee Charge	35.00	EA	NA	Loaded Rate per Mile + FSC if scale is out of route
Advanced Loading	350.00	Day	NA	When done at shippers request and vehicle is held
Spotting Charge	100.00	EA	NA	Flat Charge + 2.13 / mile plus FSC
Trailer Detention / Storage	350.00	Day	NA	Also Applies to Lay-Overs lasting more than 24 hours
Reconsignment/Diverson	100.00	EA	NA	Per Occurance + Loaded Mileage rate for Extraneous Miles + FSC
Return Undelivered Shipment	NA	EA	NA	Loaded Rate per Mile for return to nearest A&R Terminal + FSC
Same Day / Expedited Loads	NA	EA	NA	35% Surcharge for late same day loads received after 12:00PM to pick-up / deliver same day
Split Delivery	100.00	EA	NA	in addition to original rate
Team Driver Service	50.00	Stop	NA	Plus .40/mile in addition to original rate
Trailer Ordered Cancellation Fee	75.00	Hour	300.00	If canceled after 12:00 PM or after dispatch is completed
Extra hose	40.00	per 20 Ft.	NA	Over 40 feet
Service Truck for Hose	50.00	Hour	100.00	To deliver extra hose on site
Lay-Over Charge	200.00	Day	NA	Single Man operation 5PM - 8 AM
Lay-Over Charge	300.00	Day	NA	Two-Man Team 5PM - 8AM
Interplant (Vac Charge Services)	150.00	Hour	4 Hours	12:01AM - 11:59PM Mon - Fri + Deadhead Mileage Charge
Interplant (Vac Charge Services)	165.00	Hour	4 Hours	Saturday + Deadhead Mileage Charge
Interplant (Vac Charge Services)	180.00	Hour	4 Hours	Sunday & Holidays + Deadhead Mileage Charge
Saturday Service	125.00	Linehaul	NA	Add'l Fee for 12:01 - 11:59PM / Scheduled Saturday Service
Sunday / Holiday Service	200.00	Linehaul	NA	Add'l Fee for 12:01 - 11:59PM / Scheduled Sunday or Holiday Service
Extra Man Labor	75.00	Hour	225.00	Minimum 3 Hours per additional person requested
Requested Loads	NA	NA	NA	A&R reserves the right to divert from the current customer contract when rates are requested
Credit Card Payments	NA	Total Invoice	NA	3.51% fee of total

List of Contracting Shippers

Scope of Operation

Operating Rights:

The rates and charges governed by this schedule, or as same may be amended, for transportation under the authority granted by the Interstate Commerce Commission in Permit MC-140820 Sub 20, as follows: TO operate as a contract carrier, by motor vehicle, in Interstate or foreign commerce, over irregular routes, transporting commodities in bulk, between points in the United States (except Alaska and Hawaii), under continuing contract'(s) with manufacturers, distributors and dealers of commodities in bulk.

Section I

Rules and other Governing Provisions

Governing Publications:

This schedule is governed, except as otherwise provided herein, by the following publications, supplements thereto, or reissues there have: A&R Transport Tariff ANR 100-U

Collection of Charges (For informational Purposes Only):

The carrier will not deliver or relinquish possession of any property transported by it until all contract rates and charges thereon have been paid in cash, money order or certified check, except where other arrangements have been made in accordance with the rules and regulations of the Commission. Rates and charges are stated in lawful money of the United States of America. Payment of all charges must be made in fund of the United States of America. When carrier does not pay contract rates and charges within 15 calendar days of submission of the bill, a carrying charge of 1.5% per month or fraction thereof on the unpaid balance shall be applied. Any subsequent debts incurred by the carrier for unpaid bills, which are litigated, or placed for collection with a collection agency, an attorney or other authorized agent will also be assessed.

Definitions:

1. The term "double bottom" means any vehicle consisting of a semi-trailer and a trailer, or a vehicle consisting of two trailers. Such vehicles drawn by a single mechanical power unit and used upon the highways in the transportation of property.
2. The term "semi-trailer" means any vehicle which requires a power unit to sustain its forward weight, and which then may be drawn by the same single mechanical power unit and used upon the highways in the transportation of property.
3. The term "trailer" means any vehicle drawn by a single mechanical power unit and used upon the highways in the transportation of property.
4. The terms "loaded to capacity" or "capacity load" refer to the extent to which a truck is loaded with freight, each term meaning that quantity if liquid freight, which, when loaded in a truck weights not less than the minimum weight, or such truck contains in gallons not less than the minimum applicable to a shipment of such freight; or, separation from other freight requires the entire capacity of truck.
5. The term "holiday shall include the following: New Year's Day (January 1st), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Day following Thanksgiving, December 24 and Christmas Day.

Advance Loading / Trailer Storage:

When at shipper's request, a vehicle is loaded in advance of the time it is to be dispatched to destination and held by carrier until such time as it is so dispatched, a charge of \$350.00 will be made for each period of 24 hours, or fraction thereof, that the vehicle is so held. This charge is in addition to the freight and all other lawful charges. However, this charge will not apply when such advance loading is done at carrier's request.

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

Alternate Application of Rates and Weights:

In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity at the rate and weight applicable to such greater quantity of freight.

Charges for Furnishing Extra Hose:

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

1. If available, either 2 or 3-inch hose, inside diameter, will be provided.
2. The footage of hose will be computed as follows:
 - a. Loading Operations – from the shipper's discharge to carrier's vehicle intake point.
 - b. Unloading Operations – from the shipper's discharge of carrier's vehicle to receiver's intake point.
3. Footage of hose in excess of 40 ft. will be charged at \$40.00 per additional 20 ft.
4. When it is necessary for carrier to dispatch a service truck to either origin or destination to provide extra hose, and additional charge of \$50.00 per hour will be assessed, subject to a minimum charge of \$100.00

Claims for Overcharge, Unidentified Payment, Duplicate Payment, or Overcollection, in addition, Claims and Losses:

Claims for Overcharge, Unidentified Payments, Duplicate Payments, or Over collection will be handled in accordance with the regulations published in Title 49 CFR PART 378. Claims for loss or damage to cargo and the handling of salvage will be handled in accordance with the regulations published in Title 49 CFR PART 370.

Border Crossing:

When crossing the border into either Mexico or Canada, the following surcharges will apply:

Mexico Border Crossing:	\$400.00
Canada Border Crossing:	\$300.00

Detention of Vehicles with Power Units

1. Shipper and consignee shall make reasonable provisions for immediate loading and unloading vehicles.
2. Any time in addition to two (2) hours consumed in the course of loading or unloading, unless ascribable to the carrier will be charges for as provided in paragraph 4.
3. Charges will be assessed at the rate of \$20.00 per quarter hour, the time being computed to the next whole quarter hour.
4. Loading and / or unloading time shall be deemed to run from the time the truck arrives at the place of loading and unloading, ready to load or unload, to the time when all connections shall have been removed and the necessary shipping documents have been executed and the truck is ready to move.
5. "Place of loading or unloading" is construed to mean when equipment of carrier arrives at the plant gate or at the confines of any plant or area embracing the limits of shipper's or consignee's property limits which is a part of the plant location or area considered as integral part of such plant or area.
6. The charges due the carrier under the provisions of this rule shall be paid either by the shipper or consignee, whichever may be a current customer of A&R Logistics. At no time will A&R assess detention charges to a 3rd party.
7. Detention runs for 10 hours per 24 hour period. A layover charge will be automatically assessed when detention exceeds above 10 hours per 24 hour period. Layover charges are described later in this document.
8. A&R will provide delay notifications as requested. The A&R Delay Form will include signature unless refused. If signature is refused the form will note RTS to indicate the shipper or consignee refused to sign at the time of loading or delivery.

In Transit Heat Charges:

If requested by consignor or consignee, a trailer and / or tractor equipped with a controlled heating-in-transit system will be provided at the applicable charge of \$100.00 per load.

Equipment – Vacuum Trailers - Interplant:

When shipper or consignee requests on-site service requiring the use of a tractor, vacuum trailer unit with driver, such service will be rendered if possible for carrier to do at the following additional charges:

- a. From 12:01 AM Monday through 11:59 PM Friday\$150.00 per hour
- b. From 12:01 AM Saturday through 11:59 PM Saturday.....\$165.00 per hour
- c. From 12:01 AM Sunday and Holidays through 11:59 PM.....\$180.00 per hour
- d. Extraneous mileage of \$3.75 per mile driven is applied from when the driver leaves the point of dispatch or terminal. Interplant time begins when carrier arrives at destination and begins interplant work.

Note: When Vacuum Trailer service is provided in conjunction with subsequent line haul service, interplant service begins when carrier's shipment arrives at consignee and begins interplant work.

Impracticable Operations:

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

Lay-Over Rule:

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

- a. Time between 8:00 AM and 5:00 PM will be considered as part of loading or unloading time and detention charges when applicable will be assessed.
- b. Time between 5:00 PM and 8:00 AM for single-man operations, \$200.00, for two-man sleeper team operations, \$300.00.
- c. Vehicles held over from Friday until Monday morning will be subject to a charge of \$600.00, for single-man operation, \$1200.00 for two-man sleeper team operation.

Applicable when carrier's vehicle arrives at point of loading, unloading, stop-off point, and / or final destination other than normal working hours (see note) when due to compliance to shipper and / or consignee instructions, a lay-over is required to complete loading and / or unloading, charges as outlined in paragraph one above will be applicable. Lay-Over will be automatically applied after 10 hours of continuous detention at any point described above.

Note: Normal working hours as used herein means a period of time starting at 8:00 AM and continuing to 5:00 PM.

Minimum Charge:

Each and every truck bearing a capacity load of freight, such freight constituting all or part of a single shipment will be subject to a minimum charge based on actual gallons or weight, or minimum gallons or weight, whichever is greater, and at the truckload rate applicable.

Pickup or Delivery Service:

Rates in this publication include one pick up of a shipment by the carrier, to be loaded at a place designated by the shipper, and one delivery or one tender for delivery of shipment by the carrier at one place, subject to conditions, restrictions, and requirements set forth in these and other rules and regulations.

Delivery Service / Saturdays, Sunday s, or Holidays

- a. Saturday Service: From 12:01 and 11:59 any Saturday when shipper or consignee requests transportation service, a flat rate of \$125.00 will apply.
- b. Sunday Service: From 12:01 and 11:59 any Sunday when shipper or consignee requests transportation service, a flat rate of \$200.00 will apply

Pumping or Air Facilities / Liquid Chemicals

If loading or unloading requires the use of carrier’s equipment listed below, carrier will upon request of consignor or consignee, furnish such equipment, when ordered prior to movement of shipment, and the following charges will be assessed in addition to all other lawful charges.

Equipment Ordered (See Notes 1 & 2)	Charges (See Notes 1 & 2)
Pumps	\$30.00
Air	\$35.00
Dry Disconnects	\$30.00
Air Cooling Capabilities (Hopper Trailers)*	\$30.00

*denotes change

Note (1): The charge named herein applies each time equipment is employed either in the act of loading / unloading.

Note (2): When equipment is ordered and not used, the charges set forth herein shall apply, whether equipment is used or not use.

Reconsignment or Diversion:

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

1. The term “reconsignment” means a change in the name of the consignees and / or destination of entire shipment, except as otherwise provided herein, or any other instruction given to the carrier requiring an addition to or change in billing necessary to effect delivery or involving an additional movement of the truck or both.
2. Reconsignment instructions must be confirmed in writing to the carrier.
3. A charge of \$100.00 will be made for reconsignment and, in addition, freight charges will be assessed on the basis of the through rate from point of origin to final destination plus a mileage charge of \$3.75 per running mile for “Excess Mileage”, if any, as used herein shall be defined as the mileage from point of origin through point or points of origin direct to destination.
4. When a truck arrives at the original billed destination and is requested to standby for reconsignment instructions, the time consumed while waiting for orders will be considered as part of the unloading time and detention charges when applicable will be assessed.

Returned Undelivered Shipments:

If all or any portion of a shipment is refused or rejected by the consignee at destination for any reason not attributable to the carrier and, upon instructions from the shipper or its agent, is returned to point of origin, the returned shipment will be subject to charges at the rates applicable from origin to destination, plus 50% of the original rate. Extraneous miles will be assessed at 3.75 per running mile. Undeliverable shipments will be returned to the nearest A&R terminal if carrier cannot return to shipper location. Trailer detention will apply for any time the loaded trailer is stored by A&R waiting for delivery instructions. The applicable rate for redelivery will apply from the A&R terminal to new destination.

Special Services – Accessorial:

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

- a. From 12:01 AM Monday through 11:59 PM Friday.....\$100.00 per hour
- b. From 12:01 AM Saturday through 11:59 PM Saturday\$150.00 per hour
- c. From 12:01 AM Sunday and Holidays through 11:59 PM Sunday and Holidays (subject to 8 hour minimum).....\$200.00 per hour
- d. When it is necessary to furnish a service truck with extra loading or unloading equipment and one man to efficiently effect a pickup or delivery, such additional service will be charged for at a rate of \$75.00 per hour, subject to a minimum charge of \$300.00
- e. The time shall be computed from the time carrier’s equipment leaves garage until it has returned thereto. Any delay directly traceable to the carrier will be subtracted from the total time. Fractions of an hour will be computed to the next whole quarter hour.

Special Services – Cleaning of Tanks:

1. When carrier is requested to furnish a trailer for the transportation of products because of its inherent nature requires cleaning and waste disposal before the trailer can be returned to service, the charges set forth herein will apply on the initial loading to allow the trailer to be returned to service in a clean, dry, and odor free state. These charges are in addition to all other lawful charges assessed against the shipment.
2. When two or more products are shipped at one time in a compartment trailer, the applicable cleaning charge will be the highest applicable charge on any product in the trailer.
3. Cleaning charges will be as follows:
 - (a) Except as provided for in paragraphs (b), (c), (d), and (e) the charge of \$150.00 will apply on Easy Clean Liquid Tanks.
 - (b) A cleaning charge of \$175.00 will apply on all shipments except as provided for in paragraphs (a), (c), (d), and (e).
 - (c) A cleaning charge of \$250.00 will apply on shipments considered to be of a difficult nature.
 - (d) A cleaning charge of \$500.00 will apply on shipments considered to be of an extremely difficult nature.
 - (e) Dry plastic color wash add \$75.00 surcharge.

Note: The cleaning charge to apply will be agreed upon between shipper and carrier before the shipment is loaded on the carrier's tank truck. Carrier wash process conforms to A&R Logistics, Inc. Quality Process 123 covering Standard-Conversion Tank Wash. Shipper will be responsible for wash charges required to return empty trailer back into service in a clean, dry, and odor free state.

Split Delivery:

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

1. The bill of lading must show the location or address at which each delivery is to be made and must show the kind and amount of freight to be delivered at each such location or address, also the name of the party or parties receiving the freight must be shown.
2. Arrangements for stop-off service must be made with the carrier before shipment or any portion thereof is tendered for transportation.
3. Stops will be permitted for the purpose of picking up a component part of a single shipment. The charge for such stop-off, excluding the stop for the origin pickup, shall be \$100.00. This charge will be in addition to the line-haul charges.
4. All charges must be prepaid.
5. Shipper must clearly indicate on shipping papers the point at which truck is to be stopped for partial pickup with definite instructions and descriptions as to commodity to be loaded.
6. Claims that arise from split delivery or partial load/unload when not properly and clearly documented on the shipping papers will not be A&R responsibility when reasonable care is established.

Team Driver Service

When requested by the shipper to provide a driver team to make delivery, the charge for such service is \$50.00 per stop and \$0.40 per mile in addition to line haul freight.

Trailer Ordered but Canceled:

When an order is placed for transportation and later cancelled or suspended, suspension or cancellation must be made before the truck leaves terminal or garage; otherwise, a charge will be assessed at the rate of \$75.00 per hour, or any fraction thereof, from the time the truck leaves the terminal or garage until the truck has returned thereto, subject to a minimum charge of \$300.00.

Weighing Charge:

Except when weighing is performed on the premises of the shipper or consignee without charge to the carrier, when upon request of shipper or consignee, a vehicle is weighed either loaded or empty, a charge of \$35.00 plus any charge paid to the operator of the scale will be made for each weighing. If in process of weighing the vehicle must travel off the direct route from origin to destination, a charge of \$3.75 for each out-of-line mile shall be assessed in addition to all other charges.

Mileage Based Rates

All mileage-based rates will be paid using the latest version of PC Miler, practical, Zip to Zip miles. A&R is currently using PC Miler 26

Out of Route Miles

Any miles driven outside of the routing provided by PC Miler for each Point to Point will be lawfully chargeable at a rate of \$3.75 per mile driven. These miles are calculated and added for any stops, reconsignments, or alterations to the planned routing, due to no fault of the carrier. FSC will be applied in addition to the linehaul based on the mileage rate above.

A&R Fuel Surcharge

Supplier's applicable linehaul rates for all shipments are subject to a fuel surcharge based on A & R Transport's national average price of diesel fuel (in dollars per gallon) as calculated from the U.S. Energy Information Administration. Applicable percentage will be applied according to the table below:

Fuel Price Index			Surcharge (% of Linehaul)
2.21	-	2.259	0.164
2.26	-	2.309	0.171
2.31	-	2.359	0.177
2.36	-	2.409	0.184
2.41	-	2.459	0.191
2.46	-	2.509	0.198
2.51	-	2.559	0.204
2.56	-	2.609	0.211
2.61	-	2.659	0.218
2.66	-	2.709	0.224
2.71	-	2.759	0.231
2.76	-	2.809	0.238
2.81	-	2.859	0.244
2.86	-	2.909	0.251
2.91	-	2.959	0.258
2.96	-	3.009	0.265
3.01	-	3.059	0.271
3.06	-	3.109	0.278
3.11	-	3.159	0.285
3.16	-	3.209	0.291
3.21	-	3.259	0.298
3.26	-	3.309	0.305
3.31	-	3.359	0.311
3.36	-	3.409	0.318
3.41	-	3.459	0.325
3.46	-	3.509	0.332
3.51	-	3.559	0.338
3.56	-	3.609	0.345
3.61	-	3.659	0.352
3.66	-	3.709	0.358
3.71	-	3.759	0.365
3.76	-	3.809	0.372
3.81	-	3.859	0.378
3.86	-	3.909	0.385
3.91	-	3.959	0.392
3.96	-	4.009	0.399
4.01	-	4.059	0.405
4.06	-	4.109	0.412
4.11	-	4.159	0.419

THE SURCHARGE WILL INCREASE BY 0.67% FOR EACH \$0.05/GAL INCREASE IN INDEX PRICE ABOVE \$4.159 /GAL OR BELOW \$2.21 /GAL .

The fuel surcharge will be adjusted weekly to reflect changes in the U.S. Energy Information Administration as explained above, and the adjusted surcharge will be applied to Shipper's rates on the Wednesday after the posting.

Shipments originating in the New England and Central Atlantic states as determined by the DOE/PADD system as well as the state of California will be subject to the average daily fuel prices for those areas when calculating the surcharge percentage.