

Keith Bradley Trucking Co Inc.  
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### **SECTION I: ADVANCEMENT OF CHARGES**

Unless otherwise provided, the rates published in this tariff do not include wharfage, handling, usage, and demurrage, loading or unloading charges at piers, wharves, dockside terminal or warehouses. Unless otherwise instructed by shippers or consignees, carriers parties to this tariff may advance (see Notes A and B) such charges for collection with their transportation charges.

**NOTE A:** Carriers party to this tariff reserves the right to also advance accrued lawful charges of water carriers, pier of terminal operators.

**NOTE B:** Charges specified in this rule or in NOTE A must be entered on billing (shipping instructions and waybill), in such manner as to accurately describe their exact character.

### **SECTION II: BRACING AND PREPARATION OF LOAD FOR SHIPMENT**

Charges shown herein do not include bracing of load by carrier. Bracing or dunnage materials shall be furnished and properly installed by shipper. Shipper indemnifies and holds harmless Carrier from any and all claims either by Shipper or any other party (including employees or contractors of Shipper or Carriers) from any all losses of any kind resulting from or related to the inadequate preparation of any Cargo for shipment, included by not limited to any loss resulting from inadequate or defective dunnage, packaging, water protection or bracing of any load. It is the responsibility of the Shipper or Consignor to prepare all shipments for transportation by Carrier. Preparation for shipment includes, but is not limited to proper bracing and packaging of the cargo. It also includes proper wrapping or protection of the product from water damage while in transit. Carrier provides tarps for water sensitive shipments. Tarps, alone, however, are not adequate to protect many water sensitive shipments. Therefore it is the sole responsibility of Shipper or Consignor to fully protect any water sensitive shipment through wrapping or other means known to the Shipper from water damage. Tarps will be provided solely for the purpose of protecting the wrapping provided by Shipper from wind damage while in transit. If Shipper fails to protect water sensitive shipments from damage through proper wrapping or other protection and water damage results, Shipper waives any and all claims against Carrier for any damage to or loss of its cargo.

### **SECTION III: REGULATIONS GOVERNING THE PROCESSING OF CLAIMS FOR LOSS OR DAMAGE OF PROPERTY**

The regulations set forth in this item 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 participating carriers subject to the Interstate Commerce Act.

#### **1. CLAIMS IN WRITING REQUIRED.**

A claim for loss, damage, injury, or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided below, with the receiving or delivering carrier, or carrier issuing the Bill of Lading, receipt, ticket, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within not more than 270 days after delivery of the shipment 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.

#### **2. MINIMUM FILING REQUIREMENTS.**

A communication in writing from a claimant, filed with a proper carrier with 270 days from the date of actually delivering or the date scheduled for delivering, whichever is later 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 claims 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.

### **3. 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 inspections 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 above.

### **4. CLAIM 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 conditions of the shipment involved at the time of delivery by it, if it was delivered, and will 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 the provisions above.

### **5. 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 IV: ACKNOWLEDGMENT OF CLAIMS**

1. Each carrier will, upon receipt in writing of a proper claim in the manner and for described in these regulations, acknowledge 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 acknowledgement 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.

2. 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 receipts, 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 documents, and the date of receipt will also appear in the carrier's written acknowledgement of receipt to the claimant.

## **SECTION V: INVESTIGATION OF CLAIMS**

### **1. PROMPT INVESTIGATION REQUIRED.**

Each claim filed against a 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.

### **2. SUPPORTING DOCUMENTS.**

When a necessary part of an investigation, each claim must 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. Claimant must also provide full and complete documentation conclusively establishing the "Actual Cash Value", "Adjusted Book Value", and "Replacement Fair Market Value" of all items, which were damaged or lost in any shipment by Carrier. "Actual Cash Value" is used in the same manner as is customary in the insurance industry. Proof of "Actual Cash Value" shall consist of that proof reasonably required by any insurance carrier providing coverage for cargo damage or loss. "Adjusted Book Value" means the original cost of any item shipped as depreciated in accordance with Generally Accepted Accounting Principles. "Adjusted Book Value" shall be determined by documented and independently verified proof of the

Shipper's original cost of the items lost or destroyed as adjusted for depreciation. "Replacement Fair Market Value" means the cost to a prudent buyer of items to replace those damaged or lost with items of equal value. "Replacement Fair Market Value" shall consider the age of the items lost or destroyed.

### **3. RELEASED VALUE PROVISIONS:**

Except as specifically set forth in subsections A. through D. of this section, the maximum liability of Carrier for any cargo tendered to it shall be not greater than One Dollar per pound of cargo on shipments moving on trailers with two axles or less and Two Dollars Fifty Cents per pound on shipments moving on trailers with three axles or more. In each instances, the maximum liability of Carrier shall be for a load with a weight not greater than 40,000 pounds. Therefore, the maximum liability for shipments on trailers with two axles or less shall not exceed Forty Thousand Dollars and the maximum liability for shipments on trailers with three axles or more shall not exceed One Hundred Thousand Dollars. Greater values and greater liability for cargo shipments may be established only as followed:

A: Shipper must request, in writing, coverage for more than the normal value per pound and/or greater than forty thousand pounds per shipment.

B: An officer of Carrier must agree, in writing, PRIOR TO ACCEPTANCE OF THE SHIPMENT, to the additional value and coverage so requested.

C: Shipper must agree, in writing, to pay a fee of not less than Five Cents per pound for all coverage in excess of the normal levels.

D: No representative of Carrier other than a corporate, statutory officer may bind Carrier to any additional coverage. Drivers, dispatchers, customer service representatives and/or sales representatives may not bind the company

4. REGARDLESS OF ANY PROVISION SET FORTH ABOVE, CARRIER SHALL ONLY BE LIABLE AT THE MAXIMUM FOR THE SHIPPER'S NORMAL COST OF MANUFACTURE OR PURCHASE OF THE CARGO WHICH IS DAMAMGED OR LOST. CARRIER SHALL NOT BE LIABLE FOR ANY SPECIAL OR INCIDENTAL COSTS OR DAMAGES ARISING FROM THE NEED TO REPLACE THE CARGO, LOSS OF INCOME FROM THE LOSS OF THE CARGO, OR ANY OTHER SOURCE. CARRIER'S LIABILITY FOR CARGO DAMAGE IS FURTHER LIMITED TO THE MINIMUM AMOUNT FOR WHICH ANY PARTY COULD PURCHASE OR PRODUCE A SIMILAR PRODUCT IN THE OPEN MARKET USING ALL REASONABLE MEANS OF MINIMIZING ITS COSTS OF MANUFACTURE OR REPLACEMENT.

### **5. VERFICATION OF LOSS.**

A prerequisite to the voluntary payment by a carrier of claim for loss of an entire package or an entire shipment will 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 VI: DISPOSITION OF CLAIMS**

1. Each carrier subject to the Interstate Commerce Act which receives a written claim for loss or damage, injury, or delay to property transported 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 such succeeding 60-day period prior 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.

2. Carrier shall not be liable for any loss associated with or arising from the late delivery of any freight tendered to it except as specifically set forth in this section. Carrier makes no representation whatsoever as to its ability to deliver any freight at any specific time or date unless it agrees to do so, in writing, PRIOR TO ACCEPTANCE OF ANY SHIPMENT, and it does so through to execution of a delivery requirement notification by an officer of Carrier. Neither drivers, owner operators, customer service personnel, sales personnel, or dispatchers of Carrier are authorized to bind Carrier to any specific delivery date or time requirement. All parties to all shipments tendered to Carrier hereby waive any all claims arising from delay in the transportation of any shipment by Carrier due to weather, road conditions, traffic, governmental influence, or reasonable mechanical failure to carrier's equipment. In the event of

neglect or refusal of Carrier or its personnel to perform in a timely manner, Carrier's liability for the late shipment shall be limited to the minimum of the following: Either the actual out of pocket costs of the parties to the shipment directly arising from the late delivery; or 25% of the face value of the freight bill for the shipment in question (no invoices for any other shipments other than the late shipment shall be applied in calculating the obligation of Carrier for the late shipment.)

#### **SECTION VII: PROCESSING OF SALVAGE**

1.1.1. Whenever material, goods or other property transported by a carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence, consignee or person entitled to receive such property, the carrier, after giving du 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 interest of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved, and claim, if any, filed thereon. The carrier also will assign to each lot such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

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

1.1.3. Upon receipt of a claim on a shipment on which salvage has been processed in the manner 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.

#### **SECTION VIII: C.O.D. SHIPMENTS**

Carrier agrees to perform collection services for the Shipper or Consignor in the form of collecting from a consignee payment for the goods transported to consignee and sold to the consignee by the shipper or consignor under the following conditions:

1. Consignor or Shipper shall provide prior written notice to the Carrier of the need for such service together with all instructions in detail necessary to assure the complete ability of Carrier to attempt to collect the invoice:

2. Consignor or Shipper agree to pay Carrier \$250.00 for such collection service

3. Consignor and Shipper agree that the sole liability of Carrier for its inability of failure to collect the Shipper or Consignor's invoice shall be to refund to Shipper or Consignor the \$ 250.00 collection fee set forth above. Carrier shall assume no liability whatsoever for the ultimate collection of the invoice of the shipper or Consignor to the Consignee and all such claims are hereby waived.

#### **SECTION IX: CONTINUOUS USE (Item#468)**

When a shipper tenders Keith Bradley Trucking Co., Inc. dba Bradley Transportation a shipment for continuous use from a point authorized to be served by Keith Bradley Trucking Co., Inc. dba Bradley Transportation, to a destination point authorized to be served by Keith Bradley Trucking Co., Inc. dba Bradley Transportation under the following conditions:

1. The term "continuous use" as used herein means two or more separate consecutive shipments using one tractor/trailer unit;

2. The term "unit" as used herein means the combination of tractor and semi trailer dispatched by the carrier for transportation of a continuous sue shipment including any tractor or semi trailer substituted by the carrier to expedite the transportation of the shipment;

3. The term "shipment" as used herein means a quantity of freight tendered for transportation on a unit from one origin to one destination with or without intermediate stop off for partial unloading;

4. The carrier must be notified prior to loading the initial shipment. The initial bill of lading and all subsequent Bill of Lading must contain the following notations:

"Continuous shipment. Unit will be reloaded at \_\_\_\_\_"

Each Bill of Lading or shipment documents must show the continuous use service is requested.

5. Continuous use of a unit may be terminated as provided below:

A. When the destination of a shipment is east of CO, KS, NE, ND, NM, or SD and said shipment has been deemed the final (or terminating) shipment; or

B. By shipper's request and confirmed in writing to the carrier; or

C. Failure of shipper to tender a shipment to the carrier within 24 hours from the time of unloading the previous shipment. If the destination of the previous shipment is in or west CO, KS, NE, ND, NM, or SD, the shipper will pay the carrier the applicable rate for mileage to the nearest point east of CO, KS, NE, ND, NM, or SD; or

D. At the end of 10 consecutive calendar days from the date of initial pickup; if carrier has in its possession at the end of the tenth consecutive calendar day a shipment, the carrier will deliver said shipment and then terminate the continuous use. If the destination of said shipment is in or west of CO, KS, NE, ND, NM, or SD, the shipper will pay the carrier the applicable rate for mileage to the nearest point east of CO, KS, NE, ND, NM, or SD.

6. The shipper shall receive a five percent (5%) reduction in the applicable rate as set forth herein on all such shipments deemed "continuous use". The final (or terminating) shipment of a "continuous use" will not receive any reduction in the applicable rate. Mileage calculations for the purpose of freight charges shall be via the route of dispatch as show on the Bill of Lading, including any deadhead mileage from point of destination of a shipment to point of origin for subsequent loading. Minimum charges for "continuous use" shipment shall be \$500.00 per shipment.

7. When the shipper tenders the carrier truckload shipments for continuous use with stop-offs en-route for partial unloading and/or loading, a charge of \$ 50.00 per stop, excluding the final delivery and initial pick up will be made, which shall be in addition to the applicable rate. The substitution of other property for that originally loaded or exchange of the contents in any manner is prohibited.

8. When an individual shipment in a continuous use is diverted or recon signed, a charge of \$ 50.00 per diversion or re-consignment shall be assessed, which shall be in addition to the applicable rate.

9. If the carrier is required to remain at the facilities of the consignor or consignee overnight to make delivery or to receive freight, an additional overnight charge of \$150.00 shall be assessed, which shall be in addition to all other applicable charges.

10. If the carrier is required to have equipment away from its normal domicile, empty or loaded, while on a continuous use shipment during a weekend (see NOTE A), holiday (see NOTE B), or a combination of weekend and holiday, then the carrier shall make the following charges in addition to all other applicable charges (miles indicated below are normal miles charges under the continuous use rule):

MILES HOLIDAY(see NOTE B) WEEKEND (see NOTE A) Combination

0-100 \$ 50.00 \$100.00 \$125.00

101-500 \$ ---- \$50.00 \$100.00

501-900 \$ ---- \$ ---- \$75.00

901 & over \$ ---- \$ ---- \$ ----

**NOTE A:** The term "weekend" as used herein means Saturday and Sunday

**NOTE B:** The term "holiday" as used herein means the legal holidays of New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

#### **SECTION X: EXCLUSIVE USE**

When exclusive use of the trailer is requested by the shipper, the applicable rate shall be 150% of the named rate, based upon miles and weight. Exclusive use is defined as equipment free of other freight.

#### **SECTION XI: DETENTION OF VEHICLES**

Loading or unloading must each be completed within two hours after the arrival of each truck at consignor's or consignee's premises, or as close thereto as conditions thereon will permit. When either loading or unloading is not completed within two hours, the following charges will apply for each service. Charges will be assessed against the consignor (see NOTE B) if the delay occurs at his premises and against the consignee (see NOTE C) if the delay occurs at the premises.

WHEN THE DELAY PER VEHICLE BEYOND TWO HOURS IS: Charge per Vehicle: 1 hour or less \$ 50.00 flat Each additional hour up to 10 hours in a 24-hour period \$ 50.00 per hr

**NOTE B:** "Consignor" as used in this rule means the party from whom the carrier receives the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether it be original consignor, or warehouseman, or connection air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading is issued.

**NOTE C:** "Consignor" as used in the rule means the party to whom the carrier is required by the Bill of Lading or other instruments, to deliver the shipments, or any part there-of, at destination or any stop-off point, whether it be ultimate consignee, or warehouseman, or connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated in the Bill of Lading. DETENTION OF TRAILER AT DESTINATION FOR THE PURPOSE OF HOLDING A PUBLIC SALE OF THE CONTENTS THEREOF AND PICK-UPS OF EMPTY TRAILER AT THE CONCLUSION OF SUCH PUBLIC SALE (Item #503). Except as otherwise provided, where the consignor and/or consignee has made proper arrangements with the delivering carrier for the detention of a trailer at the consignee's place of business for the purpose of holding a public sale of the merchandise in said trailer, the following rules and charges will apply:

1. Arrangements for the services authorized in this item must be made with the delivering carrier before shipment is tendered for transportation. The instructions and/or Bill of Lading and/or shipping order shall clearly state the place at which the trailer will be detained for the purpose of conduction the sale of merchandise, which will be transported in the trailer.

2. The provisions of this item will apply only when the trailer has been loaded by the consignor and which will be unloaded by consignee. The Bill of Lading and shipping order must specify that loading was performed by consignor; that unloading is to be done by consignee and both documents must be annotated, "shipper load, count and seal."

3. Computation of time:

a. When trailer is place prior to 8:00am of any day, Monday to Saturday, inclusive, time shall begin at 8:00am of such day,

b. When trailer is place after 5:00pm. If any day, Monday to Saturday, inclusive, time shall begin at 8:00am of the following day, except as provided in paragraph 3(c).

c. Time shall not begin on a Sunday or on a federal, state or municipal holiday observed at the place of placement of the trailer, but at 8:00am of the next day which is neither a Sunday nor a federal, state or municipal holiday.

4. Detention charges will be assessed as follows:

For each 24 hours or fraction thereof, \$50.00 per trailer (excluding Sundays and holidays).

## **SECTION XII: EXCESS LOAD LIMIT**

When authorized truckload minimum weight or any weight in excess of such authorized minimum of any shipment cannot be loaded on one truck because of the limitations of gross weight of vehicles permitted by federal, state or municipal laws, the excess over the quantity that can be loaded in or on the truckload rates or rating applicable.

## **SECTION XIII: EXPEDITED SERVICE**

When, at the request of the shipper, transportation services are rendered in expedited service the applicable rate shall be 150% of the named rates, based upon the miles and weight. Expedited service is defined as service requiring immediate transportation.

## **SECTION XIV: EXTRA DRIVER**

A. When requested by shipper or consignee, extra driver will be furnished at the rate of 25 cents per mile, from origin to destination.

B. When the shipper or consignee requests transportation of shipment over a particular route, longer than the shortest route, or its operation hazards, load limitations, the mileage computed over the actual route of movement of the shipment will apply.

C. Whenever the Bill of Lading shows a required or "deadline" delivery date and in order to set forth best efforts to accomplish such deliver, whether carrier shall use one driver or two shall be determined as follows:

1. If, considering the distance and the Interstate Commerce Commission's rules and regulations with respect to hours of service, carrier can, with reasonable assurance, accomplish such delivery employing the service of one driver, without further authority the vehicle, with the freight, shall be dispatched with one driver.

2. If, considering the distance and the Interstate Commerce Commission's rules and regulations with respect to hours of service, such best efforts to accomplish such delivery will require the service of a second driver, carrier will transport the shipment using a sleeper type truck-tractor unit with two drivers, if available, and the charges for the extra driver as provided in paragraph (a) will be assessed, in addition to all other applicable charges.

3. If, considering the distance and the Interstate Commerce Commission's rules and regulations in connection with hours of service the time employed by the driver during loading of shipment shall be considered as on-duty time and shall be included in said driver's hours of service as a factor in determining whether or not one or two drivers shall be required.

D. Distance to be determined by referring PC Miler using short line miles on all loads of legal weight or dimensions and actual routed miles (not less than "practical miles") on all shipments longer than 48 feet, wider than 8'6", taller than 9' or heavier than 50,000 pounds.

## **SECTION XV: JUST IN TIME SERVICE**

When, at the request of the shipper, transportation services are rendered in just in time (JIT) service the applicable rate shall be 150% of the named rates, based upon miles and weight. Just in time (JIT) service is defined as service requiring immediate transportation.

## **SECTION XVI: LOADING AND UNLOADING**

Rates published herein do not include loading and unloading by the carrier. It is the sole and exclusive responsibility of Shipper to load and to unload any cargo tendered. When requested by the shipper and so designated on the Bill of Lading, the carrier will perform the loading on behalf of the Shipper, and as its agent, at its cost plus 100%, with a minimum charge of not less than \$1.50 per hundred pounds. When requested by the consignee, the carrier will perform the unloading with a charge of its cost of unloading but a fee of 100%, with a minimum charge of not less than \$1.50 per hundred pounds, subject to a 40,000

pound minimum weight. Shipper, Consignor and Consignee indemnify and hold harmless Carrier or Carrier's agents, employees or contractors from and against any and all claims arising from any damage to or injury to any property or person, including by not limited to employees or property or cargo of the Shipper or Carrier arising from or connected with in any way the loading or unloading of Cargo by Carrier on behalf of Consignor, Shipper or Consignee.

**SECTION XVII:**

MINIMUM CHARGE Rates published herein are subject to a minimum charge of \$450.00 on shipments.

**SECTION XVIII: MIXED TRUCKLOAD OR VOLUME SHIPMENTS**

A. Except as otherwise specifically provided in individual items, mixed truckload or volume shipments of any commodity, will be charged for at the actual weight and at the straight or mixed truckload or volume commodity rate applicable to each article. The truckload or volume minimum weight to be protected will be the highest provided for in connection with any of the rates used in arriving at charges on the mixed shipment and any deficit to protect minimum weight will be charged for at the highest rate assessed against any article in the mixed shipment.

B. Subject to the above conditions, when the aggregate charge upon the entire shipment is made lower by considering the articles as if they were divided into two or more separate truckload or volume shipments, the shipment will be charged accordingly.

C. When the aggregate charge upon the entire shipment is less on basis of volume or truckload rate and minimum weight (actual or authorized estimated weight to be charged for in excess of volume or truckload minimum weight) for one or more of the articles and on the basis of actual or authorized estimated weight at less truckload rate or rates for the other articles or articles, the shipment will be charged for accordingly.

**SECTION XIX: SCOPE OF OPERATIONS MC257050**

General commodities (except classes A and B explosives, commodities in bulk and household goods). Between points in the United States (except Alaska and Hawaii).

**SECTION XX: OVER DIMENSIONAL FREIGHT—CHARGES**

(see notes A,B,C, and D)

On shipments, which contain articles of one piece or unit of dimensions indicated herein, charges shall be as follows above applicable rate:

Width exceeding 8 feet, but not exceeding 10 feet: 15 cents per mile  
Width exceeding 10 feet, but not exceeding 12 feet: 25 cents per mile  
Width exceeding 12 feet, but not exceeding 12 feet 6 inches: 30 cents per mile  
Width exceeding 12 feet 6 inches, but not exceeding 13 feet: 35 cents per mile  
Width exceeding 13 feet, but not exceeding 13 feet 6 inches: 40 cents per mile  
Width exceeding 13 feet 6 inches, but not exceeding 14 feet: 45 cents per mile  
Width exceeding 14 feet, but not exceeding 15 feet 6 inches: 75 cents per mile

**SECTION XXI: OVERLENGTH SHIPMENTS**

On shipments, which contain articles of one piece or unit of dimensions indicated herein, charges shall be as follows above applicable rate: Length over 55 feet or legal length within the states movement is to be made 5 cents per mile per each foot over legal limit above applicable rate.

**SECTION XXII: OVERHEIGHT SHIPMENTS**

On shipments, which contain articles of one piece or unit of dimension indicated herein, charges shall be as follows above applicable rate:

**SECTION XXIII: OVERHEIGHT SHIPMENTS**

(Permits Subject to Legal Height Per State Regulations)

13'6" to 14': .25 cents per mile

14' to 14'6": .35 cents per mile  
14'6" to 15': .45 cents per mile  
15' to 15'6": .55 cents per mile  
15'6" to 16': .65 cents per mile

**NOTE A:** Where a shipment requires more than one vehicle containing articles of length or width subject to this rule, the amount loaded in or on each vehicle will be considered a separate shipment and so rated. The basis for charges provided in this rule does not apply to vehicles that do not contain articles of such length or width

**NOTE B:** In applying the provisions of this item, the charges are to be determined as follows:

1. Determine the applicable rate
2. Apply Over Dimensional rate to the applicable for each mile traveled per Household Movers Guide 100 Series or per mile for routes traveled per state law where movement is to take place.
3. Then determine total charges in the usual manner.  
to be subject to this item.

**NOTE C:** When a shipment contains more than one type of per dimension freight such as overheight, overwidth, or overlength, the shipment will be charged for on the basis (Pg 13) of overheight, overwidth or overlength (NOT A COMBINATION THEREOF) whichever results in the greatest.

**Note D:** Miles to be determined by routes VIA permits as determined by States.

#### **SECTION XXIV: PERMIT CHARGES ON OVERDIMENSIONAL AND/OR OVERWEIGHT SHIPMENTS**

Shipments that moves via more then one state will be charged for permits in each state in which movement takes place. All permits fees will be added together in order to come to a permit charge for that movement.

#### **SECTION XXV: PAYMENT OF FREIGHT CHARGES**

All freight charges are due within 7 days from the date of invoice. A finance charge will apply to any unpaid balance that is due 30 days from the date of invoice. The "finance charges" are computed from the 16<sup>th</sup> day after the date of invoice by annual percentage rate of 18%.

#### **SECTION XXVI: COLLECTIONS OF CHARGES**

1. The carrier will not deliver, not relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid by money order or cashiers check, except where other arrangements have been made in accordance with the rules and regulations of the Interstate Commerce Commission. The Shipper, Consignor, Consignee and any and all other parties associated with or related to each shipment shall be jointly and severally liable for all costs of the transportation of the load in question. Regardless of any agreement between the parties as to the primary responsibility for payment of the freight charges involved, all such parties are liable to Carrier and Carrier may pursue any and all of them in any order, which it deems expedient for the purpose of being paid for its services and the costs of collections of its services. The carrier may also refuse to deliver or relinquish possession of any property if at any time the shipper, consignor, consignee, or any other third party involved in the movement has failed to pay in a timely manner for any other property transported by the carrier for the shipper. If any such shipment is held, all parties to the shipment shall also be responsible for the costs of storage of the shipment, at a rate of not less than \$100.00 per day, plus the cost of detention of the equipment of Carrier, at a rate of not less than \$750.00 per unit per day. If upon inspection it is ascertained that the article or articles shipped are not those described in the bill of lading, the tariff charges must be paid upon the article or articles actually shipped.

2. Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America. In the event that the shipper, Consignee, Consignor, or any

other third party involved in the movement fails to pay for any property transported by the carrier for the shipper within 30 days of the date of billing, the carrier will charge an additional 5% per month on the outstanding indebtedness for collection, handling, late fees and interest. Said 5% per month charge shall apply on any part of any month during which the delinquency exists. The said 5% month charge will not be prorated for any portion of fractional month. The minimum charge per month for such collection cost shall be \$50.00 per freight bill per month, regardless of the calculations of the 3% fee.

3. In the event the 5% per month charges described above is prohibited by any state, federal or local statute or regulation then the charge to be assessed will be reduced to the maximum rate not otherwise prohibited. It is recognized by all parties that this is commercial transaction and not governed by any laws or regulations pertaining to the extension of credit to individual or person.

4. In the event that the carrier deems it necessary to retain the services of a collection agency and/or legal counsel to collect any outstanding indebtedness, then the liable party i.e. shipper, consignee, or third party will also pay reasonable collection expenses and legal fees incurred by the carrier in attempting to collect the outstanding indebtedness. Nonpayment for collection fees incurred shall also be subject to the 5% per month delinquency charge described, with the sole exception of non-recourse provisions of Bill of Lading. All shipments are tendered to Carrier at or through its offices in Waddell, Arizona. Therefore, for the purpose of litigating any dispute arising from the shipment in question, including, but not limited to the collection of freight charges, all parties to all shipments agree that the court chosen by Carrier among the courts of the state of Maricopa County, State of Arizona shall have both subject matter and personal jurisdiction. Each of the consignor, consignee and any other third party involved in the movement of any property shall remain liable for the transportation charges incurred. The consignee, consignor and any other third party involved shall be jointly and severally liable for said charges regardless of any agreement between them with respect to the party which may be primarily responsible for the payment of the freight charges incurred. Specifically, but without limitation to the generality of the foregoing, the agreement of the Shipper, Consignor or Consignee to pay services to any freight broker shall not limit the liability of the parties to Carrier. Nor is the payment of the freight bill to the Broker a defense to any claim by Carrier for nonpayment by Broker to Carrier. Any broker involved in any shipment acts as the Agent of the Shipper, Consignor, Consignee or third party shipper, and failure on the part of Broker to act properly or pay for services to Carrier is the responsibility of the Shipper, Consignor, Consignee or Third Party Shipper.

#### **SECTION XXVII: SHIPMENTS IN CONNECTION WITH BROKERS**

When a shipment is tendered to Keith Bradley Trucking Co., Inc. by a licensed LLC broker or is moved through a licensed LLC broker, and the broker requires Keith Bradley Trucking Co., Inc. to collect its commission, the freight charges will be increased by the amount of the broker's commission, and so indicated on the invoice.

#### **SECTION XXVIII: PICK-UP AND DELIVERY**

The rates named in this tariff include pick-ups and delivery service at all points within the limits of the cities, towns or villages and other points from and to which the rates apply, and included, as to any shipment, only one pick-up and one deliver, except as otherwise specifically provided herein.

#### **SECTION XXIX: RE-CONSIGNMENT AND DIVERSION**

Shipments moving on rates named in this tariff may be diverted or re-consigned in transit or at billed destination, subject to the provisions of this rule.

A. The term "re-consignment and diversion" means a change in the name of consignee and/or destination of the entire shipment, or any other instructions given to the carrier requiring an addition or change in billing necessary to effect delivery, or involving an additional movement of equipment.

B. Request for diversion or re-consignment must be confirmed in writing to the carrier.

C. Re-consignment or diversion involving change in destination or change in destination and consignee must be requested by the shipper prior to the arrival of carrier's vehicle at the original billed destination or

after arrival of the shipment at the original billed destination, but before actual unloading has begun. The carrier will execute such re-consignment or diversion and a charge of \$50.00 will be assessed in addition to the regular line-haul and other lawful charges applicable to the shipment to final destination.

D. The rate applicable to shipments re-consigned or diverted in transit is the distance rate published herein from origin to final destination via point of diversion or re-consignment.

E. When a diversion or re-consignment order is received, the carrier will make a diligent effort to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change.

F. On a shipment covered by straight Bill of Lading, the original Bill of Lading shall be surrendered or other proof of ownership established.

G. All charges against the shipment, whether accrued or accruing under this item, must be paid or guaranteed to the satisfaction of the carrier by the party or parties requesting the diversion or re-consignment before the shipment is diverted or re-consigned.

H. Only one diversion or re-consignment of a shipment will be permitted.

### **SECTION XXX: RE-DELIVERY**

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

1. If one or more additional tenders, or final delivery of the shipment is made at consignee's places, a charge of 80 cents per 100 pounds subject to a minimum charge of \$6.85 and a maximum charge of \$99.61 per shipment or per vehicle if more than one vehicle is used to transport the shipment, will be made for each such tender and for the final delivery.

2. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of 51 cents per 100 pounds subject to a minimum charge of \$3.12 and a maximum charge of \$62.25 will be made.

3. All charges, accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is re-delivered.

### **SECTION XXXI: REFUSED AND UN-DELIVERED SHIPMENTS**

In the event carrier is unable to effect delivery to the consignee at destination it shall immediately notify shipper by telephone or wire, requesting from shipper instructions for disposition of the shipment. If instructions are not received within eight hours of such request, the carrier shall, at shipper's expense, place the shipment in safe storage at destination or at nearest available location, securing and delivering promptly to the shipper the storage receipt in the name of the shipper.

### **SECTION XXXII: RE-WEIGHING**

When a load is off weight when scaling out of a plant and the driver must return the load to the shipping door for checking or re-weighing the material, a charge of \$25.00 is applicable for each occurrence.

### **SECTION XXXIII: STOPS IN TRANSIT TO PARTIALLY LOAD OR UNLOAD**

A shipment moving on a rate subject to a minimum weight of not less than 16,000 pounds, tendered on one Bill of Lading or shipping order from one consignor at one point of origin at one time consigned to one consignee at one destination may be stopped in transit at any point or place for the purpose of partial loading or unloading, but not both, subject to the provisions of paragraphs (a), (b), (c), (d), (e), (f), and (h) below:

(a) Stop-off will only be permitted at points within the scope of carrier's operating authority.

(b) The Bill of Lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of party to whom each portion is to be picked up or delivered. If pick-up or delivery is made to two or three different addresses to locations in the same point (city, town or village), each pick-up or delivery will be considered a separate stop in the application of this rule.

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

(d) On shipments topped off for partial loading or unloading, charges shall be determined on the basis of the minimum weight, or actual weight when greater, of the entire shipment and at the rate applicable from the point or origin to the final destination via stop-off point or points, via route of actual movement.

(e) Not more than three stops to partially load and not more than 10 stops to partially unload will be permitted.

(f) The charge for each stop-off, exclusive of the stop at final destination will be as follows:

**STOPS ON FLATBED EQUIPMENT**

Up to 2 Stops \$50.00

Third Stop \$75.00

Excess of 3 Stops \$100.00

Last Stop (final delivery) NO CHARGE

Stop-off charge must be prepaid

(g) Stopping in transit for partial loading or unloading will not be permitted on shipments when:

Consigned "C.O.D", "to order", "order notify", or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignee, requiring the surrender or presentation of the Bill of Lading, a written order, or any other document as condition precedent to delivery at stop-off point.

(h) Agent at the stop-off point, or if there be no agent at such point, the driver of the vehicle shall obtain in writing, a statement such as a notation on the freight bill, of the quantity, description and weight of the portion of the shipment loaded or unloaded at the stop-off point or points.

**SECTION XXXIV: TOLL CHARGES**

Toll charges for use of the following bridges, tunnels or roads will be advanced by the carrier and charged to the shipper. Such toll charges shall be in addition to all other lawful charges accruing against the shipment. A service fee of 33% of the actual toll amount shall be added to the cost of the toll which is then charged to the Shipper, Consignor or Consignee, as the case may be.

**SECTION XXXV: VEHICLE FURNISHED BUT NOT USED**

When the carrier is requested to dispatch a vehicle to a point of origin designated by the shipper or consignee (or agent of shipper or consignee), and such vehicle is furnished but is not used due to no fault of the carrier, a charge of \$1.20 per mile will be made for the actual distance traveled with a minimum of Three Hundred Sixty and no/one hundredths dollars.

**SECTION XXXVI: WEIGHTS**

Except as otherwise provided, actual gross weights shown on Bill of Lading, shipping orders or shipper's invoice, will apply for assessment of charges, carrier reserves the right to check weight shipments over wagon or truck scales and to apply weights so obtained