9503 E. 33rd Street
Indianapolis, Indiana
46235

# CELADON

# TRUCKING SERVICES, INC.

NAMING

ACCESSORIALS CHARGES, RULES, REGULATIONS, AND

SCOPE OF OPERATIONS,

APPLYING ON MOTOR FREIGHT TRAFFIC

IN INTERSTATE OR FOREIGN COMMERCE

MC-185116 / SCAC CODE: CDNK / US DOT NO. 261902

**REVISION 4**
**10/24/2013**

This Tariff applies to all transportation and related services by Celadon Trucking Services, INC. on or after the effective date(s) hereof, except as otherwise agreed to in writing by an authorized representative of Celadon Trucking, INC.

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## STATES & PROVINCES SERVICED

| ZONE | ZONE NAME | ZONE | ZONE NAME |
|---|---|---|---|
| **Canada** | | **United States** | |
| AB | ALBERTA | AL | ALABAMA |
| BC | BRITISH COLUMBIA | AR | ARKANSAS |
| MB | MANITOBA | AZ | ARIZONA |
| NB | NEW BRUNSWICK | CA | CALIFORNIA |
| NF | NEWFOUNDLAND | CO | COLORADO |
| NS | NOVA SCOTIA | CT | CONNECTICUT |
| ON | ONTARIO | DC | DISTRICT OF COLUMBIA |
| QC | QUEBEC | DE | DELAWARE |
| SK | SASKATCHEWAN | FL | FLORIDA |
| | | GA | GEORGIA |
| **Mexico** | | IA | IOWA |
| AG | AGUASCALIENTES | ID | IDAHO |
| BJ | BAJA CALIFORNIA | IL | ILLINOIS |
| BS | BAJA CALIFORNIA SUR | IN | INDIANA |
| CH | CHIAPAS | KS | KANSAS |
| CI | CHIHUAHUA | KY | KENTUCKY |
| CL | COLIMA | LA | LOUISIANA |
| CP | CAMPECHE | MA | MASSACHUSETTS |
| CU | COAHUILA | MD | MARYLAND |
| DF | DISTRITO FEDERAL | ME | MAINE |
| DG | DURANGO | MI | MICHIGAN |
| EM | MEXICO | MN | MINNESOTA |
| GJ | GUANAJUATO | MO | MISSOURI |
| GR | GUERRERO | MS | MISSISSIPPI |
| HG | HIDALGO | MT | MONTANA |
| JA | JALISCO | NC | NORTH CAROLINA |
| MH | MICHOACAN | ND | NORTH DAKOTA |
| MR | MORELOS | NE | NEBRASKA |
| NA | NAYARIT | NH | NEW HAMPSHIRE |
| NL | NUEVO LEON | NJ | NEW JERSEY |
| OA | OAXACA | NM | NEW MEXICO |
| PU | PUEBLA | NV | NEVADA |
| QA | QUERETARO | NY | NEW YORK |
| QR | QUINTANTA ROO | OH | OHIO |
| SI | SINALOA | OK | OKLAHOMA |
| SL | SAN LUIS POTOSI | OR | OREGON |
| SO | SONORA | PA | PENNSYLVANIA |
| TA | TABASCO | RI | RHODE ISLAND |
| TL | TLAXCALA | SC | SOUTH CAROLINA |
| TM | TAMAULIPAS | SD | SOUTH DAKOTA |
| VL | VERACRUZ | TN | TENNESSEE |
| YC | YUCATAN | TX | TEXAS |
| ZT | ZACATECAS | UT | UTAH |
| | | VA | VIRGINIA |
| | | VT | VERMONT |
| | | WA | WASHINGTON |
| | | WI | WISCONSIN |
| | | WV | WEST VIRGINIA |
| | | WY | WYOMING |

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## 100 – MILEAGE PUBLLICATION

The governing publication is Household Goods Carriers Mileage Guide as determined by current Rand McNally Mile Maker is most current version.

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## 110 – OPERATING AUTHORITY

Carrier is authorized to operate as a common carrier by motor vehicle, in interstate, intrastate and foreign commerce over irregular routes, transporting general commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States (except Alaska and Hawaii).

This carrier is authorized by the Department of Transportation under the following permit:

Celadon Trucking Services Inc. MC 185116

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## 115 – APPLICATION OF RATES

Except as otherwise provided, all rates governed by this tariff are subject to the following:
1. When provisions of this tariff are in conflict with those published in individual contracts and/or tariffs, such contracts and/or tariffs, to the extent of their application, will apply.
2. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or parts of items, or publications referenced thereto.
3. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges.
4. Unless otherwise provided, for shipments moving outside the contiguous U.S., carrier's rules, rates, charges, provisions and liabilities apply only to that portion of the movement between points within the contiguous U.S. Shipments moving beyond the contiguous U.S. will be subject to the rules, rates, charges, provisions and liabilities of the carrier and/or forwarder handling the beyond movement.
5. As a convenience, local U.S. and Mexican rates will be combined and billed as a combination rate. Each local rate is subject to its unique terms and conditions.
NOTE: Carrier is not liable for loss or damage occurring in Mexico and liability of Mexican carrier is limited.

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## 120 - DEFINITIONS

(a) The term "business hours" means the hours commencing at 8:00 A.M. and ending at 5:00 P.M. Monday through Friday excluding holidays, or those additional hours or days a company is open for business.

(b) The terms "loaded to capacity" or "capacity load" refer to the extent to which the equipment furnished can be loaded so as to not exceed the legal weight or dimension over the route to be utilized.

(c) The term "holidays" is hereby defined to include the following days: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

(d) The term "pick-up" means the service performed by the carrier or its agent in calling for and collecting freight from a platform, doorway, or shipping room directly accessible to highway vehicle of the carrier or its agent at a warehouse, factory, place of business, or private residence.

(e) The term "delivery" means the service performed by the carrier or its agent in transporting freight to a platform, doorway, or receiving room directly accessible to highway vehicle of the carrier or its agent at a warehouse, factory, place of business, or private residence.

(f) The term "shipment" is any quantity of freight received from one shipper at one point of origin, in one day, on one bill of lading or shipping document, loaded in one trailer, and consigned to one consignee at one destination.

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## 125 – FORCE MAJEURE

Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, from a defect or vice in the property, from riots or strikes, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such requests; or from faulty or impassible highways, or lack of capacity of a highway bridge or ferry.

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## 130 – CLAIMS FOR LOSS OR DAMAGE

Claims for loss or damage will be handled in accordance with 49 CFR 370, as amended. The time limits for filing cargo claims shall be nine (9) months from the date of loss or damage, and the time limits for filing civil actions for collection of cargo claims shall be two (2) years. All other time limitations shall be governed by 49 CFR 370, as amended.
For further reference, visit: http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr370_00.html

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## 135 - CLAIMS FOR OVERCHARGE, DUPLICATE PAYMENT OR OVER COLLECTION

Claims for Overcharge, Duplicate Payment or Over Collection
Claims for the processing of claims for overcharge, duplicate payment, or over collection will be handled in accordance with the Interstate Commerce Act and any subsequent revisions of same applicable to motor carriers (49 CFR 378). All such claims, including duplicate payment claims, shall be governed by the time limitations under 49 U.S.C. §13710(a) (3) (B) and 49 U.S.C. §14705(b), as amended.
For further reference, visit: http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr378_00.html

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## 140 – PAYMENT TERMS

Carrier will not deliver or relinquish possession of any property until all tariff rates and charges have been paid in cash, money order, or certified check, except where other satisfactory arrangements for payment have been made between the carrier and shipper, consignee or consignor.

All charges must be paid within fifteen (15) days from the date of the carrier's invoice.

In the event that the shipper, consignee or consignor, or other third party fails to pay for any property transported by the carrier for the shipper within fifteen (15) days of the date of the invoice, charges may accrue interest at the rate of 1 1/2% per month, or the highest allowed by law, whichever is less.

## 150 – FRACTIONS, DISPOSTION OF

Unless otherwise provided, to dispose of fractions in computing a charge, omit fractions of less than one-half, and increase to the next whole number fractions of one-half or greater.
Example: Computed rate of $10.025 will be increase to $10.03
Computed rate of $10.0249 will be reduced to $10.02

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## 338 – ALTERNATE ROUTE DUE TO DETOUR

When an alternate route must be used due to conditions of roads, alleys or approaches making it impracticable for traveling, or because of being closed by municipal, county, or state authorities, carrier will use the shortest usable route.
If the alternate route results in greater mileage than via the original shorter route, an additional per mile charge provided in our current accessorials will be assessed for all excess mileage traveled via the alternate route over the original shorter route. The excess charge will be computed on the total excess mileage computed from Governing Mileage Guide.
NOTE: Carrier will notify shipper prior to accepting freight as to the conditions which exist, if known, otherwise customer will be advised as soon as practical.
Rates are subject to Change without notice. All rules, rates and changes in effect on the date the shipment is picked up shall apply.

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## 430 – NON CREDIT SHIPMENTS

When a shipment is tendered to carrier and is identified as a C.O.D. shipment, carrier will collect transportation charges from consignee prior to unloading shipment at destination. A flat charge per shipment shown in our current accessorials will be assessed in addition to all other applicable charges.
Carrier will perform C.O.D. service only when:

(a) Carrier is notified prior to loading of the shipment that C.O.D. service is requested.

(b) Carrier issues a C.O.D. service authorization number and the C.O.D. service authorization number appears on the bill of lading as follows: "C.O.D Service Authorization No._____."
NOTE: Carrier will not accept payment from consignee, on behalf of consignor, for the cost of merchandise delivered by carrier.

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## 435 – BORDER SECURITY SURCHARGE

Shipments crossing the Canadian border are subject to an additional charge referenced in our current accessorials.

1. This charge includes carrier's services for clearance but DOES NOT include storage, brokerage fees or the cost of any other services required to be performed by third persons. If customs clearance requires that any cargo be unloaded and reloaded, such service will be provided by carrier at rates published in Item 576.

2. This charge does not apply to FAST certified importers.

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## 475 – CONTROL OF VEHICLE

Except as otherwise provided herein, no shipment is entitled to the exclusive use of the vehicle. The carrier has control of the vehicle and the unrestricted right to:

(a) Select the vehicle or vehicles for the transportation of the shipment;
(b) Transfer the shipment to other vehicles;
(c) Load other freight in the same vehicle with any such shipment.

## 482 – DEADHEAD MILEAGE

When carrier is required to deadhead equipment in order to effect shipments authorized, an additional per mile charge provided in our current accessorials will be assessed for any excess deadhead mileage, and such charge shall be in addition to all other charges.

Deadhead mileage is any mileage carrier's equipment must travel to site of loading, then to destination and then to the original location of carrier's equipment, which is in excess of the mileage from site of loading to destination and return to site of loading.

Carrier will inform shipper of location of equipment and deadhead miles involved prior to dispatch of equipment. Mileage will be computed from Governing Mileage Guide.

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## 485 – RELEASED VALUE

NEW CARGO

Except as otherwise provided in individual rate Items, and unless otherwise agreed to in writing, carrier's base level of liability for loss of or damage to all or any portion of a shipment will be limited to a maximum of $100,000 per shipment. When approved in advance, carrier may accept shipments with values in excess of $100,000, not exceeding $500,000, subject to an excess value charge on that portion exceeding $100,000. Shipments with declared value in excess of $100,000 must be approved by carrier prior acceptance of the shipment.

Carrier's Liability is governed by this tariff, rather than the value listed on a bill of lading. When a value in excess of $100,000 is declared on a bill of lading, Carrier may elect to increase its liability to such amount by assessing an additional charge of $ .95 (95 cents) USD (CDN for loads originating in Canada) per $1,000 or fraction thereof on

that portion of the declared value which exceeds $100,000. Any increase in liability must be confirmed in writing before acceptance of the shipment.

The party responsible for payment of the freight charges shall be responsible for payment of any and all excess valuation charges assessed pursuant to this Item.

USED CARGO

Except as otherwise provided in individual rate Items, and unless otherwise agreed to in writing, carrier's liability for loss or damage to used cargo will be limited to a maximum of $10,000. Irrespective of a higher value declared on a bill of lading. No claims for loss or damage caused by oxidation, rust, discoloration, corrosion or mechanical or electrical derangement will be accepted under any circumstances. Excess valuation is not available for shipments of used cargo.

GENERAL

Unless Shipper requests a higher level of cargo coverage, and such coverage is approved by carrier in advance, Shipper agrees that the base level of liability as specified in this Rule 485 shall apply. Shipper further agrees that it has been given the opportunity to select higher levels of liability, but has chosen the level specified herein in consideration of the rates agreed upon by the parties. Shipper hereby waives 49 USC 14706, as provided for under 49 USC 14101, to the extent necessary to limit Carrier's liability as provided herein.

NOTE: Carrier's liability for loss or damage occurring in Mexico is limited under Rule 490.

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## 490 – LIMITATION OF LIABILITY – MEXICAN SHIPMENTS

Except as otherwise provided, all Mexican trans-border shipments are treated as either originating or terminating at the border point in the U.S., irrespective of the issuance of a through bill of lading. For shipments going to Mexico, Celadon's liability ends when the trailer is delivered to your designated Freight Forwarder. For shipments out of Mexico, Celadon's liability begins when our trailer is delivered to the Celadon facility in the U.S. Mexican cargo insurance is available from customs broker.

Carrier may also provide cargo liability for claims arising from the carriage of freight in Mexico at the rate of Two Dollars ($2.00) per mile per each $10,000 of coverage per shipment, or any portion thereof, in addition to the quoted freight rate per mile.

Unless Shipper specifically requests a higher level of cargo coverage, and such coverage is approved by carrier in advance, Shipper agrees that carrier has no liability for claims arising from the carriage of freight in Mexico. Shipper further agrees that it has been given the opportunity to select a higher level of liability, but has chosen to waive such coverage in consideration of the rates agreed upon by the parties. Shipper hereby waives 49 USC 14706, as provided for under 49 USC 14101, to the extent necessary to limit Carrier's liability as provided herein.

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## 495 – TOLL ROADS AND BRIDGES

A toll fee for roads or bridges will be assessed based upon Fuel & Route 2009 with toll costs from PCMiler Toll Module version 24, practical routing, or the most current revisions thereof.

## 500 – DETENTION WITH POWER

Shipper and consignee shall make reasonable provision for immediate loading and unloading of vehicles. This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor or consignee, or on other premises designated by them or as close thereto as conditions will permit, subject to the following provisions:

1. Free time for loading or unloading is available**.** Any time in addition to the free time given consumed in the course of loading or unloading in transit of truckload shipments, unless ascribable to the carrier, will be charged as follows:

Charges will be assessed during business hours at the rate listed in the current accessorials.

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

3. "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 an integral part of such plant or area.

4. The charges due the carrier under the provisions of this rule shall be paid either by the consignor or consignee, whichever causes the delay, irrespective of the responsibility for payment of freight or other charges.

5. If charges due to carrier under the provisions of this rule are required by the shipper or consignee to be billed separately from the transportation charges, a separate invoice will be created at a charge shown in our current accessorials.

## 502 – DETENTION WITHOUT POWER

APPLICATION

This item applies when carrier's vehicle(s) without power units are delayed or detained on the premises of consignor or consignee, or on other premises designated by them or as close thereto as conditions will permit. This item also applies when customer request transit time is in access of that allowable by carrier (See Section 2) subject to the following provisions:

SECTION 1: GENERAL PROVISIONS

(a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of the consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
(b) Carrier responsibility for safeguarding shipments loaded into trailers will begin after possession thereof is taken by the carrier.

(c) Carrier responsibility for safeguarding shipments to be unloaded from trailers ceases when the trailer is spotted at the site designated.
(d) 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.
(e) 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.
(f) 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.

SECTION 2: DEFINITIONS

(a) "Premises" means the entire property at or near the physical facilities of the consignor, consignee, or other designated party.
(b) "Site" means a specific location at or on the premises of the consignor, consignee, or other designated party.
(c) "Allowable" means the shipment mileage divided by 500 miles per day. Example: Allowable transit for a shipment travelling 1300 miles is 3 days.

SECTION 3 MEXICO - THROUGH TRAILER SERVICE AT LAREDO, TX

(a) Trailers will be allowed to cross under load into Mexico in accordance with interline agreements (See Item 115 #5) with designated Mexican carriers. Such trailers are subject to the detention provisions of this Item while awaiting transfer to or from the Mexican carrier.
(b) Trailers MUST cross on or before the twenty first (21st) day under detention. Upon expiration of 21 detention days, at no expense to carrier, cargo will be placed in storage and a lien for the amount of detention and applicable fees will be levied against the cargo.

SECTION 4: COMPUTATION OF FREE TIME - Commencement of spotting and free time:

(a) DOMESTIC FREIGHT: Spotted trailers will be allowed 24 consecutive hours of free time from time of spotting.
(b) INTERNATIONAL FREIGHT: US/Mexico border points: Trailer delivered to or held for account of shippers, consignees, customer brokers, forwarders or other third parties will be allowed the day of arrival plus two (2) consecutive business days free time.
(c) Time shall commence at time of placement of trailer at the site designated.
(d) When any portion of the free time extends into a Saturday, Sunday or holiday (See Item 120 herein) 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.
(e) Free time shall not begin on a Saturday, Sunday or holiday, but at 8 A.M. on the next day which is neither a Saturday, Sunday or holiday.

SECTION 5: CHARGES

After the expiration of free time as provided in Section 4 of this item, charges for detaining a trailer are referenced in our current accessorials for each 24-hour period or fraction thereof.

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## 550 – PROOF OF DELIVERY

One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a charge shown in our current accessorials.

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## 560 – FUEL SURCHARGE (U.S. & CANADA)

Extraordinary fuel costs will be recovered by the Carrier through a fuel adjustment applied as an increase to line haul rates in increments of $.01 for every $0.045 incremental change in the DOE national average index. Revisions are effective the Monday the index is posted. The Fuel Surcharge Program is effective the date this agreement is signed by Shipper and shall renew automatically from year to year. Shipper acknowledges that no formal notice is required to implement the surcharge when the DOE Index exceeds $1.095.

| DOE Survey of Diesel Fuel Prices (Notes 1 & 2) (cents per gallon) | | | Cents per mile Surcharge (Note2) |
|---|---|---|---|
| | | 1.094 | 0.0 |
| 1.095 | to | 1.139 | 1.0 |
| 1.140 | to | 1.184 | 2.0 |
| 1.185 | to | 1.229 | 3.0 |
| 1.230 | to | 1.274 | 4.0 |
| 1.275 | to | 1.319 | 5.0 |
| 1.320 | to | 1.364 | 6.0 |
| 1.365 | to | 1.409 | 7.0 |
| 1.410 | to | 1.454 | 8.0 |
| 1.455 | to | 1.499 | 9.0 |
| 1.500 | to | 1.544 | 10.0 |
| 1.545 | to | 1.589 | 11.0 |
| 1.590 | to | 1.634 | 12.0 |
| 1.635 | to | 1.679 | 13.0 |
| 1.680 | to | 1.724 | 14.0 |
| 1.725 | to | 1.769 | 15.0 |
| 1.770 | to | 1.814 | 16.0 |
| 1.815 | to | 1.859 | 17.0 |
| 1.860 | to | 1.904 | 18.0 |
| 1.905 | to | 1.949 | 19.0 |
| 1.950 | to | 1.994 | 20.0 |
| 1.995 | to | 2.039 | 21.0 |
| 2.040 | to | 2.084 | 22.0 |
| 2.085 | to | 2.129 | 23.0 |
| 2.130 | to | 2.174 | 24.0 |
| 2.175 | to | 2.219 | 25.0 |
| 2.220 | to | 2.264 | 26.0 |
| 2.265 | to | 2.309 | 27.0 |
| 2.310 | to | 2.354 | 28.0 |
| 2.355 | to | 2.399 | 29.0 |

| | | | |
|---|---|---|---|
| 2.400 | to | 2.444 | 30.0 |
| 2.445 | to | 2.489 | 31.0 |
| 2.490 | to | 2.534 | 32.0 |
| 2.535 | to | 2.579 | 33.0 |
| 2.580 | to | 2.624 | 34.0 |
| 2.625 | to | 2.669 | 35.0 |
| 2.670 | to | 2.714 | 36.0 |
| 2.715 | to | 2.759 | 37.0 |
| 2.760 | to | 2.804 | 38.0 |
| 2.805 | to | 2.849 | 39.0 |
| 2.850 | to | 2.894 | 40.0 |
| 2.895 | to | 2.939 | 41.0 |
| 2.940 | to | 2.984 | 42.0 |
| 2.985 | to | 3.029 | 43.0 |
| 3.030 | to | 3.074 | 44.0 |
| 3.075 | to | 3.119 | 45.0 |
| 3.120 | to | 3.164 | 46.0 |
| 3.165 | to | 3.209 | 47.0 |
| 3.210 | to | 3.254 | 48.0 |
| 3.255 | to | 3.299 | 49.0 |
| 3.300 | to | 3.344 | 50.0 |
| 3.345 | to | 3.389 | 51.0 |
| 3.390 | to | 3.434 | 52.0 |
| 3.435 | to | 3.479 | 53.0 |
| 3.480 | to | 3.524 | 54.0 |
| 3.525 | to | 3.569 | 55.0 |
| 3.570 | to | 3.614 | 56.0 |
| 3.615 | to | 3.659 | 57.0 |
| 3.660 | to | 3.704 | 58.0 |
| 3.705 | to | 3.749 | 59.0 |
| 3.750 | to | 3.794 | 60.0 |
| 3.795 | to | 3.839 | 61.0 |
| 3.840 | to | 3.884 | 62.0 |
| 3.885 | to | 3.929 | 63.0 |
| 3.930 | to | 3.974 | 64.0 |
| 3.975 | to | 4.019 | 65.0 |
| 4.020 | to | 4.064 | 66.0 |
| 4.065 | to | 4.109 | 67.0 |
| 4.110 | to | 4.154 | 68.0 |
| 4.155 | to | 4.199 | 69.0 |
| 4.200 | to | 4.244 | 70.0 |
| 4.245 | to | 4.289 | 71.0 |
| 4.290 | to | 4.334 | 72.0 |
| 4.335 | to | 4.379 | 73.0 |
| 4.380 | to | 4.424 | 74.0 |
| 4.425 | to | 4.469 | 75.0 |
| 4.470 | to | 4.514 | 76.0 |
| 4.515 | to | 4.559 | 77.0 |
| 4.560 | to | 4.604 | 78.0 |
| 4.605 | to | 4.649 | 79.0 |
| 4.650 | to | 4.694 | 80.0 |

| | | | |
|---|---|---|---|
| 4.695 | to | 4.739 | 81.0 |
| 4.740 | to | 4.784 | 82.0 |
| 4.785 | to | 4.829 | 83.0 |
| 4.830 | to | 4.874 | 84.0 |
| 4.875 | to | 4.919 | 85.0 |
| 4.920 | to | 4.964 | 86.0 |
| 4.965 | to | 5.009 | 87.0 |
| 5.010 | to | 5.054 | 88.0 |
| 5.055 | to | 5.099 | 89.0 |
| 5.100 | to | 5.144 | 90.0 |
| 5.145 | to | 5.189 | 91.0 |
| 5.190 | to | Greater | Note 3 |

1. DOE Survey refers to the weekly survey of service centers across the country of the price of self-serve diesel, including taxes. The weekly price is available each Monday at 4 p.m. ET from the DOE HOTLINE (202) 586-6966 ext. 1.

2. Apply charge shown on total billed miles. Effective date shall be the day the DOE makes survey prices available.

3. Add one cent per mile to the applicable surcharge per 4.5 cents of change in the average survey price per gallon.

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## 565 – MEXICAN FUEL ADJUSTMENT PROGRAM

Except as otherwise provided in specific rate items, all applicable contract and tariff Out of Country rates are subject to an Out of Country Fuel Surcharge as determined below:

Out of Country Fuel Surcharge (MX FSC) shall be adjusted each Monday at 1:00 p.m. EST, based upon the fuel price in effect at that time.

Formula for the Fuel Surcharge is determined by taking the actual price of the fuel, minus the price of fuel on January, 1 2008 ($5.93 Pesos per Liter) divided by 2.3 kilometers per liter.

Mexican Diesel Prices are available at the "Mexican Association of Fuel Retailers Companies" webpage: http://www.amegas.net/. MX FSC shall be converted from kilometers to Miles (1.609 kilometers = 1 mile) and Pesos to U.S. or Canadian Funds based on the "Exchange rate to pay obligations entered into in U.S. dollars payable in Mexico" in effect each Monday at 1:00 p.m. EST as published on Mexico's Central Bank (Banco de Mexico) website at: http://www.banxico.org.mx/sitioingles/PortalesEspecializados/tiposCambio/TiposCambio.html

Apply charge shown on total billed miles as determined by current Rand McNally Mile maker most current version. This Fuel Surcharge Program is effective on June 21, 2010. It cancels and supersedes all other Out of Country Fuel Surcharge Programs.

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## 570 – IMPRACTICABLE OPERATIONS

Nothing in this tariff or publications governed by this tariff shall be construed as binding on the carrier to pick-up or deliver freight at locations which, because of conditions of streets, alleys, or roadways, it is impracticable to operate carrier's vehicles.

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## 576 – DRIVER ASSIST LOAD/UNLOAD

Except as otherwise provided in writing prior to the time of dispatch, shipments transported by carrier must be loaded by shipper and unloaded by consignee, including the count thereof, from or on carrier's vehicle or vehicles.

Carrier's vehicle equipment will be provided for use by shipper to load and consignee to unload shipment. All freight loaded by shipper shall be properly packed and braced by shipper to protect against damage during the course of normal transportation. Carrier will not be responsible for any damage to a shipment or for personal injuries at origin, destination or enroute, which is directly caused by improper or careless preparation of shipment performed by shipper, consignor, consignee or third party.

In the event carrier's driver is required to assist load or unload, an additional charge will be assessed provided in our current accessorials.

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## 610 – MINIMUM CHARGE

Except as otherwise provided, all shipments governed by the provisions of this tariff are subject to a minimum charge. When the shipment charge is a calculated charge (miles x applicable rate per mile), the minimum charge will be a per shipment charge referenced in our current accessorials.

## 620 – HAZARDOUS MATERIALS

Rates, rules and provisions of this tariff apply on truckload quantities of Freight All Kinds (FAK) except household goods, Class A or B explosives, commodities in bulk, or waste of any kind.

Carrier will accept shipments of approved hazardous materials or substances for transportation accordance with the transportation requirements of the U.S. Department of Transportation.

When shipper requests carrier to transport hazardous materials or substances, the following charges will apply:

1. When special permits are required by law, the purchase costs of the permits plus additional charges shown in our current accessorials.

The following are carrier acceptable hazardous materials or substances for transportation with classification:

| Material/Substance | Classification |
|---|---|
| Nonflammable Gas | 2.2 |
| Flammable | 3 |
| Flammable Solid | 4.1 |
| Spontaneously Combustible | 4.2 |
| Oxidizer | 5.1 |

| | |
|---|---|
| Corrosive | 8 |
| ORM-D Consumer Commodity | 9 |
| Combustible Liquid | 9 |

## 625 – IN BOND CHARGES

Shipments moving under Celadon Trucking Services, Inc. United States Custom Bond will be subject to a per shipment charge referenced in our current accessorials. This charge allows customer use of carrier's bond, but DOES NOT include brokerage fees or the cost of any other services required to be performed by a third party.

## 630 – FERRY SERVICE

When origin or destination is located at a point accessible only be the use of a ferry, not authorized under the provisions of the governing mileage guide, the following charges and provisions will apply:

1. The line haul transportation rate from origin to destination will be based on the accumulative mileage of the most direct routes between origin and destination via the ferry (ferries), determined in accordance with the rules in the governing mileage guide.

2. Detention charges under Item 500 (Detention of Vehicles with Power Units) of this schedule will apply commenting with the arrival of carrier's vehicle at the ferry point of embarkation, during the ferry crossing and terminating when the vehicle disembarks from the ferry.

NOTE: The allowable free time provisions under Item 500 (Detention of Vehicles with Power Units) of this tariff will not apply during the ferry waiting and transportation period described in this paragraph.

3. Actual round-trip ferry charges will be charged by the carrier and billed to the shipper in addition to all other applicable accessorial charges.

## 640 – EXTRA LABOR / LUMPER SERVICE

When carrier is required to provide extra labor beyond the services of the driver, shipper will be charged for costs incurred in obtaining extra labor. For driver assist service, see Item 576 (Loading and Unloading of Vehicles).

## 650 – NEW YORK CITY SURCHARGE

Shipments transported under the provisions of this tariff which are originating FROM and/or destined TO points in and around the counties of New York City, New York: Bronx, Kings, New York, Queens, Richmond, Nassau and Suffolk (Zips 10000-10499, 11000-11999) which also include the boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island) are subject to a service fee shown in our current accessorials.

## 750 – PICK-UP AND DELIVERY

The rates named in this tariff, or publications governed by this tariff, include one pick-up and one delivery within the limits of the cities, towns, villages, and other points from and to which the rates apply. For additional stops, refer to Item 900 (Stop offs).

Pick-up and delivery service does not include the performance of removal from or delivery to basements or floors not directly accessible to highway vehicle of carrier or its agent, nor does it include packing, unpacking, banding, strapping, erecting, dismantling, inspection of property, and other similar services.

When a shipment is consigned to a location where there is no representative of the consignee present or available for receipt of the shipment, the shipment will be delivered and unloaded only when consignor or owner issued, in advance, written instructions to the carrier authorizing such delivery and unloading at the unattended site.

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## 760 – PURCHASE AND UTILIZATION OF CHAINS

When carrier is required by law to purchase and utilize chains to travel on portions of a State or Federal Highway, the following charge will apply in addition to all other charges:

$500 USD/CDN per occurrence.

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## 820 - RECONSIGNMENT

Shipments transported under rates named in this tariff, or publications governed by this tariff, may be reconsigned in transit or after arrival at billed destination subject to the following rules, regulations and charges:

1. The term "reconsignment" or "diversion" is defined as any one of the following:

(a) Change in the name or address of consignor or consignee

(b) Change in the destination

(c) Any other instructions given to the carrier requiring an addition to or change in billing necessary to affect delivery or involving an additional movement of the truck or both.

2. Reconsignment instructions must be confirmed in writing to the carrier.

3. Application of Reconsignment or Diversion:

(a) Change in billed names of the consignor or consignee:
When reconsignment or diversion requires only a change in the billed name of the consignor or consignee, a charge of $30 USD/CDN will apply.

(b) Change in place of delivery at destination:
When reconsignment or diversion requires only a change in the billed address at original destination before a shipment is tendered for delivery (with or without a change in the name of the consignee), a charge shown in our current accessorials will apply.

(c) When reconsignment or diversion requires a change in the billing or place of original destination (with or without a change in the name of the consignee) and such change occurs when shipment is en route or upon arrival at original destination, an additional charge shown in our current accessorials will apply.

(d) Transportation charges on a shipment diverted or reconsigned to a new destination point, while vehicle is en-route to or upon arriving at originally billed destination point will be assessed at a per mile charge provided in our current accessorials from point of originally billed destination to point of final destination via the actual point of diversion or reconsignment.

(f) When the rate to be applied on shipment's reconsignment or diversion point is higher than the rate from origin to final destination, the higher rate shall be the applicable rate.

4. When carrier's equipment arrives at the originally billed destination and is requested to standby for reconsignment instructions, the time consumed while waiting for orders will be considered as part of unloading time and detention charges when applicable will be assessed. See Item 500 (Detention with Power).

5. When an order for reconsignment or diversion under this rule is received by carrier, diligent effort will be made to locate the shipment and affect the change required. The carrier will not be responsible for failure to affect the change required, unless such failure is due to error or negligence of the carrier or its employees.

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## 830 - REDELIVERY

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.

When redelivery of a shipment is required, an additional per mile charge for redelivery will apply. This charge is provided in our current accessorials.

Time consumed in attempting the original delivery and time consumed in redelivery will be considered as part of the loading and/or unloading time and detention charges when applicable will be assessed.

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## 860 – RETURNED, UNDELIVERED SHIPMENTS

Shipments which have been tendered for delivery at the point designated on the bill of lading, which are refused wholly or in part, through no fault of the carrier, and are ordered returned by consignee or consignor, shall be rated and charged at the applicable transportation rate from origin to the point of refusal, in addition to the charges from the point of refusal to origin.

Time consumed while waiting for orders under this rule will be considered as part of loading and/or unloading time and detention charges when applicable will be assessed. See Item 500 (Detention with Power).

Returned, Undelivered Shipments are subject to Item 610, Minimum Charges.

## 900 – STOP CHARGES

A truckload shipment tendered on one bill of lading, 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, subject to the following provisions.

1. 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 delivered, when unloaded. When dual service is performed (stopping in transit service to partially load or unload), partial unloading will be permitted only at points beyond that at which the last stop for partial loading is made. Partial loading of a shipment will be prohibited after it has been stopped for partial unloading. **NOTE: The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited.**

2. Line-haul charges will be based on the total mileage; computed on the basis of the mileage from origin to final destination via the stop-off point or points, over the route of actual movement per shippers instructions. Rates named in Specific Commodity and General Commodity Rate Sections will not apply. In the event the applicable tariff or contract rate governed by this publication is not stated in cents per mile, the rate will be converted to cents per mile using short-line miles and the charges determined by dividing the flat-charge by the number of short-line miles. **Example: The number of short-line miles is 1,000 and with a flat-charge of $1,400, the cents per mile rate would be 140.**
3. The charge for each stop-off, exclusive of the stop at final destination will be as follows:

   See our current accessorials for charges.

4. Lay-over Charge. If through no fault of the carrier the shipment is detained; held over a Saturday, Sunday, or holiday, provisions of Item 671 (Overnight and Weekend Layover) will apply. This will be in addition to any detention charges assessed in Item 500 (Detention of Vehicles with Power Units).

5. All miles will be charged at the destination rate per mile, plus stop charges. These charges are line-haul charges only and all other applicable charges will apply.

6. Free-time shall be subject to the provisions of Item 500 (Detention with Power).

7. All charges must be prepaid.

## 970 – TRAILER POOL RESPONSIBILITY

If carrier establishes or participates in a trailer pool at the request of, or for the benefit of a shipper or other customer, such customer shall be responsible for all damages or losses relating to the customer's equipment or cargo while in the trailer pool, on customer's property or in customer's custody or control, except for accidents cause by the negligent driving of carrier's drivers, employees or agents.

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## 975 – TEAM SERVICE

Transportation rates in this tariff do not include the services of more than one driver. Upon request of shipper, carrier will furnish an extra driver, subject to availability, in order to meet an unusually short delivery time which cannot be accomplished within carrier's normal operations, or at carrier's convenience.

An additional charge as follows will be assessed:

See our current accessorials for charges.

The notation "Two Man Team Requested" must appear on the bill of lading at the time the shipment is tendered to the carrier. This charge will be in addition to all other applicable charges assessed against the shipment.

NOTE: This item WILL NOT APPLY when carrier, for its own convenience, utilizes an extra driver.

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## 985 – EQUIPMENT ORDERED, NOT USED

When carrier is requested to dispatch a vehicle to a point of origin designated by the consignor, consignee, or other designated party, and such vehicle is furnished but is not used due to no fault of the carrier, the following charges will apply:

See our current accessorials for charges.

Charge will be assessed for the actual distance traveled from carrier's station to the designated point of origin and point of re-dispatch (or from original point of dispatch to designated point of origin and point of re-dispatch but not in excess of distance from carrier's station to designated point of origin and point of re-dispatch).

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## 990 – WEIGHING AND WEIGHTS

(a) When a truck is weighed at the request of either the consignee or consignor, a charge shown in our current accessorials will be assessed for each time the truck is weighed.

(b) The carrier will reserve the right to weigh any shipment, for the purpose of checking weight for revenue billing and to determine whether same conforms to State, Federal or Municipal Laws regarding maximum weight.

(c) Fees will be waived if scale on shipper site is certified. Please send all proof of shipper scale certifications to atyourservice@celadontrucking.com

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## 995 – TRAILERS LOADED IN MEXICO

Carrier trailers provided in Mexico for loading require an over-the-road move in the U.S. by carrier at tariff or contract rates. Carrier trailers loaded in Mexico and unloaded in Nuevo Laredo, TM or Laredo, TX are subject to a usage fee shown in our current accessorials.

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## 999 – RIGHT TO BROKER SHIPMENTS

Right to Broker Shipments In the event Celadon cannot accept a shipment for any reason, Celadon reserves the right to broker such shipment through its logistics division. Celadon shall remain liable for any brokered shipment to the same extent as if Celadon had carried such shipment itself.

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## XXX - HOLIDAY CHARGE

$200 USD for load tenders that require a delivery/pick-up date on a holiday. Holidays are defined as Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, and Memorial Day. Applicable on US delivery/pick-up dates only.

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| General Terms and Charges | | |
|---|---|---|
| Alternate Route Due to Detour | Item 338 | If the alternate route results in greater mileage than via the original shorter route, an additional charge of $1.35 per mile USD will be charged for all excess mileage traveled via the alternate route over the original shorter route. The excess charge will be computed on the total excess mileage computed from Governing Mileage Guide. |
| Border Security Surcharge | Item 435 | Shipments crossing the Canadian border are subject to a charge of $100 USD. |
| Deadhead | Item 482 | A charge of $1.35 per mile USD will be assessed when empty equipment is requested. |
| Detention – w/o Power | Item 502 | 24 hours free time, $50 USD per 24-hour period after free time. |
| Detention-w/Power | Item 500 | 1.5 hours free time, $80 per hour USD, $40 USD for each additional 30 minutes or fraction thereof. Maximum charge $825 per day USD. A charge of $25 USD will apply when detention charges are billed separately from transportation charges. |
| Driver Assist Load/Unload | Item 576 | $75 per hour USD subject to 2 hour minimum |
| Equipment ordered not used | Item 985 | $1.25 per mile USD, subject to a minimum charge of $350 USD. |
| Extra Labor/Lumper Service | Item 640 | When carrier is required to provide extra labor beyond the services of the driver, shipper will be charged for costs incurred in obtaining extra labor. |
| Fuel Surcharge | Item 560 | **When no current signed customer fuel is on file,** extraordinary fuel costs will be recovered by the Carrier through a fuel adjustment applied as an increase to line haul rates in increments of $.01 for every $0.045 incremental change in the DOE national average index. Revisions are effective the Monday the index is posted. The Fuel Surcharge Program is effective the date this agreement is signed by Shipper and shall renew automatically from year to year. Shipper acknowledges that no formal notice is required to implement the surcharge when the DOE Index exceeds $1.095. |
| Hazardous Materials | Item 620 | $.20 USD per mile over applicable line haul rate for commodities specified by DOT as hazardous. Subject to a minimum charge of $150 USD. |
| Holiday Pick-Up/Delivery | Item XXX | $200 USD for load tenders that require a delivery/pick-up date on a holiday. Holidays are defined as Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, and Memorial Day. Applicable on US delivery/pick-up dates only. |
| In Bond Charges | Item 625 | $50 USD for shipments moving In Bond. |
| Limitation of Liability – Mexican Shipments | Item 490 | All Mexican trans-border shipments are treated as either originating or terminating at the border point in the U. S. For shipments going to Mexico, Celadon's liability ends when the trailer is delivered to your designated Freight Forwarder. For shipments out of Mexico, Celadon's liability begins when our trailer is delivered to the Celadon facility in the U. S. Mexican cargo insurance is available from customs broker. |

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| | | |
|---|---|---|
| Out of Country Fuel Surcharge Program (MX FSC) | Item 565 | All applicable Out of Country rates are subject to a Fuel Surcharge which is determined by taking the actual price of the fuel in Mexico, minus the price of fuel on January, 1 2008 ($5.93 Pesos per Liter) Divided by 2.2 kilometers per liter. MX FSC shall be adjusted each Monday at 1:00 p.m. EST, based upon the fuel price in effect at that time, as published at **www.amegas.net**. Then MX FSC shall be converted from kilometers to Miles and Pesos to U.S. or Canadian Funds based on the Exchange rate published on Mexico's Central Bank website at **www.banxico.org.mx**. |
| Mileage Publication | Item 100 | The governing publication is Household Goods Carriers Mileage Guide as determined by current Rand McNally Mile maker most current version. |
| Minimum Charge | Item 610 | When rates are published on per mile basis a $650 USD minimum charge will be applicable. |
| New York City Surcharge | Item 650 | $500 USD charge on shipments with drops or destination in New York City area (zip codes: 100-104, 110-119). |
| Non Credit Shipments | Item 430 | $100 USD non-credit manual processing charge. Carrier will not accept payment for the cost of merchandise delivered by carrier. |
| Payment Terms | Item 140 | Payment will be due within 15 days of invoice date. Payment for all invoices not received within 15 days of invoice date, may accrue interest charges at the rate of 1.5% per month. Offsetting of freight charges will not be permitted. |
| Proof of Delivery | Item 550 | One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a charge of $25 USD. |
| Reconsignment | Item 820 | Loads re-consigned after dispatch are subject to a charge of $30 USD for a name change or $60 USD for a billing destination change plus $1.35 per mile USD per mile for all excess mileage. |
| Redelivery | Item 830 | $50 USD plus $1.35 per mile USD. |
| Released Value | Item 485 | Carrier will not be liable for losses in excess of $100,000 USD per shipment for new cargo and $10,000 USD for used. Shipments of new cargo with excess declared value are subject to $.95 per $1000 USD in excess value. |
| Stop Charges | Item 900 | $150 USD for first stop; $300 USD for second; $500 USD for third stop and each additional stop. Any Out of Route miles incurred will be billed at the applicable Rate Per Mile. |
| Team Service | Item 975 | Rates are based upon the services of one driver. If expedited service is required, an additional $.20 per mile USD will apply. |
| Toll Roads & Bridges | Item 495 | A toll fee for roads or bridges will be assessed based upon Fuel&Route 2009 with toll costs from PCMiler Toll Module version 22.1, practical routing, or the most current revisions thereof. |
| Trailers Loaded Mexico | Item 995 | Carrier trailers provided in Mexico for loading require an over-the-road move in the U.S. by carrier at tariff or contract rates. Carrier trailers loaded in Mexico and unloaded at the border are subject to a usage fee of $350.00 USD per trailer. |
| Weighing and Weights | Item 990 | All loads weighing 41,000lbs or more will be authorized to scale by Carrier. A $50 USD fee will apply each time a load is scaled. Please send proof of shipper scale certifications to atyourservice@celadontrucking.com to waive this fee for scales at shipper sites. |
| Right to Broker/Rail Shipments | Item 999 | In the event Celadon cannot accept a shipment for any reason, Celadon reserves the right to broker or rail such shipment through its logistics/intermodal division. Celadon shall remain liable for any brokered or railed shipment to the same extent as if Celadon carried such shipment itself. |

**Accessorial charges are subject to change without notice. A complete listing of current tariff rules and charges can be found at www.celadontrucking.com.**