General Rules Tariff

VSXP 100-12

(Cancels VSXP 100-11)

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Item 90 Additional License and Permit Fees

Whenever any additional license or permits are required, such as overweight, foreign commerce, or customs fees, the charges shall be added to the total freight charges.

There will be a ***$175.00*** charge for handling each shipment that requires additional permits or licenses in addition to the fees required to acquire said permits or licenses.

Any charged incurred transporting shipments beyond the borders of the continental United States will be the responsibility of the payor of the freight charges.

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Item 95 Allowances

Allowances and/or incentive refunds, if provided, must comply with the provisions of the ICC Termination Act of 1995, section 13708, Billing and Collection Practices.
Allowances will only be allowed (if at all) if the service is provided by the customer and not the carrier or its agents.

Allowances will not be applicable:

1. To special service and /or accessorial charges
2. Shipments moving under government bills of lading
3. Shipments for which the carrier has not received payment within established payment time periods as determined elsewhere in this tariff or written agreement between customer and carrier, normally 15-30 days after date of shipment.

Allowances will be applicable:

1. For months with a minimum net revenue of $5,000.
2. Will be paid 60 days after calendar month in which shipment(s) are delivered.
3. Will be applicable on paid invoices only.

There will be a one time only opportunity for payment of allowance; nothing will be retroactive at a later date. Allowances are not permitted through deductions on outstanding freight invoices.

Item 100 Application of Tariff

This tariff contains rules and charges for application in connection with shipments moving under rates and other provisions in each tariff which is made subject to this tariff as a governing publication.

Except as otherwise specifically provided, any reference to rates or charges in any Item in this tariff will be understood to refer to all rates or charges in this tariff, or in any tariffs governed by this tariff, insofar as such rates or charges have application in connection with the provisions where such reference appears.

Item 130 Advancing Charges

No charges of any description will be advanced to shippers, owners, consignee or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of a shipment.
The term “charges incidental to the transportation of the shipment” shall include only the following:

1. Inbound transportation charges (ocean transportation charges moving in foreign commerce will not be advanced).
2. Loading or unloading charges.
3. Charges for packing or crating the shipment.

Item 130 Advancing Charges - continued

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4. Drayage charges. The term "drayage" shall mean local transportation within the pickup terminal area, from actual origin to the line haul carrier's dock.
5. In bond or customhouse charges.
6. Wharfage or handling charges on import shipments.
7. Warehouse storage or warehouse handling charges.
8. Broker's fees on customs or in bond shipments (see note 1)
9. Demurrage
10. Carrier's storage.

The nature of charges to be advanced, as shown above, must be stated on the Bill of Lading at time of shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and shipping order, at the time of shipment.

The charges of the carrier for advancing monies as described above will be:

3(three) percent of the amount advanced subject to a minimum of $42.00
Note 1 – When reference is made hereto, the nature of the charges to be advanced need not be stated on the bill of lading at time of shipment if they accrue at a point other than origin.
2 (two) percent of the amount advanced subject to $18.00 minimum for MI and IL

Item 140 Application of Classes (Artificial Construction of Density – Bumping)

As an exception to NMFC, Item 171 "Bumping" may be performed under the provisions in Item 171, NMF 100 Series (NMFC) subject to the following provisions:

1. "Bumping" provision may only be used for commodity items in the NMFC that assign classes based upon density and then only for those that make specific reference to Item 171 in the NMFC. Shipper may only "Bump" to the next lower (NMFC) class or rating. "Bumping" to an exception or freight all kinds class or rating is not permitted.
2. When the provision of this rule are utilized, shipper must declare intent to "bump" at time of shipment and include the following items on the original bill of lading:
   - Actual cube
   - Actual weight
   - Density group (sub) for the actual density
   - Declared density
   - Declared weight for billing

Item 150 Appointments, Arrival Notice and Undelivered Freight

Arrival Notice

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment except that for shipments consigned to private residences (see residential delivery Item 650), all notices of arrival shall be given in the manner described in paragraph (2), unless prior delivery arrangements have been noted on the bill of lading by the consignor.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
    a. The notice will be given by telephone, if convenient and practicable: otherwise, by mail or telephone or electronic communications. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
    b. If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the bill of lading.
    c. In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 a.m. on the first day after it was mailed.

Appointment Delivery:

As a convenience, delivery may be made by appointment with the consignee during business hours, at a time that is convenient for carrier's operations, within two business days of the day freight is available for delivery.

When consignee requires an appointment delivery more than two business days after freight is available, an additional handling charge per 24 hours or fraction thereof, will apply. Storage charges will be:

LTL Storage Charges:
$1.75 per 100 pounds for each 24 hour period, subject to a minimum charge of $35.00 and a maximum charge per day for the each of the first 2 (two) days is $110.00. The maximum will increase on the third day to $150.00

(*Item continued on next page)*

Item 150 Appointments, Arrival Notice and Undelivered Freight - Continued

TL Storage Charges:
$110.00 each day for the first 48 hours and $150.00 for each day after the second day.

Note: TL charges will apply to truckload, exclusive use or capacity load shipments.

Moving Freight to a Public Warehouse:
If undelivered freight is placed by the carrier in a public warehouse at the request of the consignor, consignee or owner of the freight, the following charges will be added to all other applicable charges:
$2.90 per 100 pounds, subject to a minimum charge of $35.00 and a maximum charge of $300.00.
Note: The carrier will not be responsible for any charges accruing to the public warehouse.

Undelivered Freight:

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, of if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of the fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communications to the location as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on the bill of lading. Storage charges shall start no sooner than the next day following the attempted notification.
    a. Notification will normally be given by telephone, if mailed, the notice will be deemed to have been received by the addressee at 8:00 a.m. on the first business day after it is mailed.
    b. If the carrier does not receive disposition instructions within 48 hours of the time of the carrier's first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier has the right to offer the shipment for sale and may do so at the carrier's discretion. The amount of the sale shall be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property.

Item 160 Arbitration

In the event of any dispute pursuant or related to, or arising out of this tariff or transaction, including but not limited to the effect of any term, covenant, tariff, or provision and such dispute cannot be resolved through good faith negotiations, then all parties agree such dispute shall be submitted to arbitration in the county of Los Angeles, California. Use of the American Arbitration Association and the commercial arbitration rules pertaining thereto that is not inconsistent with the following:

A. The aggrieved party shall submit to the other party a written statement of the dispute, including the specific basis for their position.

B. The non-aggrieved party shall have twenty (20) days to provide a written statement in response to the complaint, including the specific basis for its position.

C. Within twenty (20) days of receipt of the non-aggrieved party's reasons, if the dispute has not been voluntarily resolved between the parties, then each party shall choose a separate arbitrator. Each separate arbitrator so chosen shall then pick a third arbitrator. The three arbitrators shall be attorneys at law duly licensed to practice, and practicing in the state of California.

D. The parties shall then proceed to arbitration before the three (3) arbitrators as soon as is practicable, but in no event sooner than thirty (30) days of the third arbitrator's appointment, unless both parties agree to an earlier date in writing, and no later than one hundred twenty (120) days

E, The arbitrators shall give the parties a written decision within thirty (30) days of the arbitration hearing. The agreement of any two of the three arbitrators shall be controlling.

In any dispute presented for arbitration, pursuant to this section, and otherwise, the carrier's tariffs shall be the overriding guideline to be used in resolving such dispute shall be the purposes and intent of this agreement.

Provision of this Item will not apply to any collection action pursued by carrier to recover freight charges owed by the shipper to the carrier.

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Item 170 Arbitrary Pick Up and Delivery Charge(s)

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $12.00 per 100 pounds subject to a minimum charge of $293.00.

Zips: 79718
79734-35
79780-81
79786
79830-32
79834
79842-43
79845-46
79848
79850
79852
79854

Item 180 Bills of Lading

All transportation service performed by Vision Express/Wrag-Time Transportation shall be subject to the terms and conditions of the uniform bill of lading contract as stated on the back of the Vision Express/Wrag-Time Transportation Bill of Lading, regardless of the bill of lading form used, unless exceptions are agreed to in writing, by authorized parties of the shipper and the carrier. All rates, terms and conditions of the transportation service are subject to and governed by this Rules Tariff VSXP 100 Series, unless written agreement, separate from the bill of lading, is signed by an authorized representative of Vision Express/Wrag-Time Transportation.

Consignors may furnish and use their own formatted bills of lading, if such bills of lading meet all of the requirements outlined in the National Motor Freight Classification, NMF 100 Series and exceptions thereto published in the Vision Express/Wrag-Time Bill of Lading and the VSXP 100 Rules Tariff.

Even though a driver may accept shipments moving under a consignor's prepared bill of lading, they are not authorized to negotiate rates and terms of service. Where a bill of lading, other than the published Vision/Wrag-Time bill of Lading is used by the customer, the driver's signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of the freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance by the carrier.

Item 190 Bills of Lading – Billing Terms

When a shipment is tendered to the carrier on the carrier's bill of lading and there are no instructions noted on the bill regarding billing terms, shipments will be sent on a prepaid basis. For those shipments moving on shipper provided bills of lading and terms are not noted then the shipments shall move on a collect basis.

Item 200 Bills of Lading – Corrected

Corrected bills of lading, or other written instructions from the consignor to change the freight charge collection status from "collect" to "prepaid" or from "prepaid" to "collect" may be accepted only if received by the origin carrier within 24 hours from the date of the initial bill of lading. Changes shall be accepted from the consignor only.

Corrected bills of lading or other written instructions to change the freight collection status from "prepaid" to "collect" will not be accepted if section 7 of the bill of lading has been executed.

Carrier reserves the right to refuse any change in collection status pending establishment of an approved credit agreement between the carrier and the payor.

Carrier reserves the right to refuse corrections where the validity of the correction information has not been verified to the satisfaction of the carrier, or where execution of the correction request would violate existing laws, rules or regulations.

Carrier will attempt to execute such a change under the conditions listed herein, however carrier assumes no liability should it not be able to execute requested change prior to delivery of a shipment.

Changes will not be accepted after freight has been delivered.

Changes in the collection status of a freight bill will be subject to a fee of ***$40.00 per bill***.

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Item 205 Bills of Lading – FAK Shipments

For all transportation moving under FAK rates, shipper shall be obliged to properly identify the specific commodity on the bill of lading moving under such rates. In the event the consignor fails to so identify the specific commodity, carrier shall not be liable for any damage to or destruction of such product or commodity occasioned by or resulting from the loading of such product or commodity on the same trailer with other freight that is either incompatible with the product or commodity moving on FAK rates or is prohibited by applicable federal, state or local laws and regulations from being so loaded on the same trailer with the product or commodity moving under FAK rates.

Furthermore in connection with shipments where the shipper fails to correctly identify the specific commodity (s);

A. The FAK provisions become null and void and otherwise applicable provisions shall apply. Further, Vision Express Wrag-Time Transportation is not obligated to rate or transport the shipment until the shipper issues a corrected bill of lading correctly identifying the commodity (s).
B. FAK does not apply to those commodities in the NMFC with a “not taken” or “0” commodity provision or rating.

Item 210 Blind Shipment Requests

Upon request of the consignor, the carrier will amend a freight bill delivery receipt to reflect a shipper and/or consignee address other than the actual party under the following conditions:

1. Applies to prepaid shipments only.
2. Not applicable to shipments containing hazardous materials.
3. Requests must be made in writing from the consignor to the carrier.
4. The fee for this service will be ***$42.00***

Item 220 Cancellation of Items

Except as otherwise provided, when tariffs governed by this tariff, are amended by revised Items, the cancellation of prior Items, except the title page, will be effected by this rule. A revised Item will not show a cancellation notice. Revision of each Item will be issued in a numerical sequence.

Except where a specific cancellation is shown on a new revised item, a revised item cancels any and all un-canceled, revised or original items, or uncanceled portions thereof. For example: “Version 1” will have the effect of canceling “Version 0”. “Version 3” Item 40” will have the effect of canceling the Version 2 Revised Item.

Item 225 Capacity Load – Maximum Charge – Overflow

Provisions of this item will not apply in connection with shipments subject to class rate tariffs. Further, the provisions of this item have no application when the otherwise applicable charge is greater than the minimum charge provided herein.

The terms "occupies the full visible capacity," "loaded to capacity," or "capacity load" refer to the extent each vehicle is loaded and can mean either:

A. That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle; (Item continued on next page)

OR:

B. That maximum quantity of freight that can be legally loaded in or on a vehicle due to weight limitations.

1. Shipments subject to Class or Class and Commodity rates.

When any shipment occupies the full visible capacity of a vehicle, the minimum charge for that quantity of freight loaded in or on each vehicle (loaded to capacity) shall be equal to the charge for ***20,000 pounds at the Class 77.5 Scale 20M rate less 55% discount***.

When a shipment is tendered that cannot be loaded in one vehicle, the following will apply:

Each vehicle required to transport the shipment, except one, shall be loaded to capacity and subject to the minimum charge as provided above. The vehicle containing less than a capacity load will be considered overflow and rated as a separate shipment.

For the purpose of determining application of the minimum charge, the total freight charges will be allocated to each vehicle proportionate to the weight (of total shipment) contained therein.

2. Shipments subject solely to Commodity rates.

When any shipment subject to commodity rates is tendered to Vision/Wrag-Time and occupies the full visible capacity of a vehicle, such shipment shall be subject to a minimum charge per vehicle for that quantity of freight loaded in or on each vehicle (loaded to capacity) based on the applicable undiscounted Truckload or Volume rate at the minimum weight provided, if applicable. However, when a shipment is tendered that cannot be loaded in one vehicle; the freight loaded in each vehicle required to transport the shipment, shall be considered a separate shipment and so rated.

(*Item continued on next page)*

Item 225 Capacity Load – Maximum Charge – Overflow (continued)

Additional Considerations:

On request of the shipper, Vision/Wrag-Time will make every effort to furnish the largest available trailer(s). The shipper will have the right to refuse the trailer offered, but once loading has begun, provisions of this item will apply.

On shipments which move via two or more carriers, the minimum charge provided in this item will be based on the vehicle furnished by the originating carrier, and will apply to the continuous through movement.

The originating carrier shall indicate on the bill of lading and/or freight bill, the number of vehicle(s) loaded to capacity, used by the originating carrier to transport the shipment, and shall also indicate if an additional vehicle carrying less than capacity load was furnished. In the event an additional vehicle was furnished, the originating carrier shall indicate the weight of the portion of the shipment loaded into such vehicle.

Item 230 Check Collection Charge

When it is necessary for carrier to return to a shipper or consignee to collect a check for the freight or C.O.D. charges, a check collection charge in the amount of $25.00 shall be applicable.

Item 235 Checks Returned for Insufficient Funds

Checks received in payment of freight charges which are returned to Vision Express/Wrag-Time Transportation by the bank because of insufficient funds or any other reason not the fault of the carrier will be subject to a charge of ***$35.00*** per returned check plus any service fee assessed by the carrier's bank. This charge will be in addition to all other applicable charges.

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Item 240 Claims – Loss and Damage

The claimant has the responsibility to mitigate the claim. Mitigation may include, but not be limited to, repairing the goods, or use/sell the goods in a damaged condition with a depreciated value or cost of the equipment, or a combination of repairing and discounting the goods in order to sell them in a less than "new" condition. Under no circumstances should the repair cost exceed the actual value of the goods.

All claims for loss or damage will be processed in accordance with the provisions as detailed in the National Motor Freight Classification series under the section referred to as "Principles and practices for the investigation and disposition of freight claims."

Carrier will pay no more than **$20.00** per hour for the cost of labor involved in the mitigation process of a claim

Concealed Damage Notification: Notification of concealed damage must be given to the Origin or Destination carrier within 7 days from the date of delivery. Notification of concealed damage must be submitted in writing via: e-mail, Fax or in letter form, verbal notifications will not be recognized as notification.

In no case may claims settlements be offset from the freight charges otherwise payable to the carrier. The freight claim and the payment of freight charges are two different issues and must addressed as such. The freight bill must be paid in full before final resolution of a claim can be made.

Item 250 Claims – Overcharge, Duplicate Payment

Application

The rules and regulations named in this item govern the processing of claims for overcharge, duplicate payment, or over collection for the transportation of property in interstate, intrastate or foreign commerce.

(Item continued on next page)

Definitions
Carrier: Means a motor carrier.

Claimant: Means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge, duplicate payment, or over collection.

Duplicate Payment: Means two (2) or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.

Overcharge: Means payment of freight charges to carrier that exceeded the agreed upon rate for the classification or commodity description, as agreed upon between carrier and shipper and /or consignee. It also includes duplicate payments, as defined in this item when a dispute exists between the parties concerning such charges.

Item 250 Claims – Overcharge, Duplicate Payment (continued)

Unidentified Payment: Means a payment which a carrier has received but which the carrier is unable to match with its open account receivable or otherwise identify as being due for the performance of transportation services.

Filing and Processing Claims

A. A claim for overcharge or duplicate payment shall not be paid unless filed in writing with he carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims.

B. A single claim may include more than one shipment provided the claim on each shipment involves:
   1. The same tariff issue or circumstances
   2. Service by the same interline carriers

(Item continued on next page)

Documentation

A. Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow carrier to conduct an investigation and pay or decline the claim within the time limitations set forth in section 8 of this item. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
B. Claims for overcharges shall be accompanied by the original freight bill. Additional information may include, but is not limited to the following:
    1. The rate, classification, or commodity description or weight claimed to have been applicable.
    2. Complete tariff authority for the rate, classification, or commodity description claimed.
    3. Freight bill payment information.
    4. Other documents or data which is believed by claimant to substantiate the basis for its claim.

C. Claims for duplicate payment shall be accompanied by the original freight bill (s) for which charges were paid, and by freight bill payment information (i.e. canceled check).

D. Regardless of the provisions of Paragraphs (A), (B) AND (C) of this Section, the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier shall comply with Section (C) to obtain the additional information required.

E. Carrier shall accept copies, instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant and carrier which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.

Item 250 Claims – Overcharge, Duplicate Payment (continued)

Investigation of Claims

A. Upon receipt of written claim, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6 of this Item.
B. If a carrier discovers and overcharge or duplicate payment which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9 of this Item

(Item continued on next page)

C. In the event the carrier processing the claim requires information or documents in addition to those submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Section 8 of this item.

Claim Records

At the time a claim is received the carrier shall create a separate file and assign it 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 required under Section 7 of this item. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

Acknowledgment of Claims

Upon receipt of a written claim, the carrier shall acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt, except where the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

Disposition of Claims

The processing carrier shall pay, decline to pay, or settle each written claim within sixty (60) days after its receipt by that carrier, except where the claimant and the carrier agree, in writing, to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information develop as a result of investigation.

(Item continued on next page)

Item 250 Claims – Overcharge, Duplicate Payment (continued)

Disposition of Unidentified Payments, Overcharges, and Duplicate Payments not Supported by Claims

A. (1) Carriers shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which to properly apply such a payment, the carrier shall notify the payor of the unidentified payment within sixty (60) days of receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within ninety (90) days from the date of notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90 day period, the regular claims procedure within this item shall be applicable.

(2) Notice shall be in writing and clearly indicate that it is final notice and not a bill. Notice shall include: The check number, amount, and date; the payor's name; and any additional basic information the carrier is able to provide. The final notice also must inform the payor that:

(a) Applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and

(b) Following the 90-day period the regular claims procedure shall be applicable.

(3) Upon a carrier's receipt of information from the payor, the carrier shall, within 14 days:

(a) Make a complete refund of such funds to the payor, or

(b) Notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or

(c) Notify the payor of the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payor of its right to file a formal claim for refund with the carrier, in accordance with the regular claims procedure under this item.

B. When a carrier that participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint haul) discovers, or is notified by such a participating carrier that an overcharge or duplicate payment exist for any transportation charge, which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file, the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within thirty (30) days from the date of such discovery or notification.

Item 260 Collect on Delivery (COD) Shipments

The carrier will provide collect on delivery (COD) service subject to the following provisions:

1. Shipments must be tendered on "Uniform Straight," "Straight Bill of Lading Form" or "Straight" bill of lading forms as shown in the current NMFC 100 series in effect on the date of the shipment.

The letters "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before the name of consignee; OR, "COD" in red letters at least one (1) inch in height with the thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Or, if a COD provision is preprinted on a bill of lading, such information must be filled in clearly and in the same measurements as previously stated herein. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. On Straight Bills of Lading-Short Form there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for "description of articles, special marks and exceptions," the following information:

Collect on Delivery, $_____and remit to:
Street:_____
City:_____

3. Each package must be plainly marked, labeled, or tagged by consignor showing letters, COD and the name and address of consignor and consignee in accordance with Item 580 of the classification.
4. If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: "Attached invoices for (or invoices) to accompany shipment to destination."
5. COD fees shall be payable by the same party who is paying for the freight charges. Carrier will not bill another party for COD fees.
6. COD shipments will not be accepted that are consigned to a P.O. Box.

(Item continued on next page)

Item 260 Collect on Delivery (COD) Shipments - continued

7. COD shipments will not be accepted for transportation that are subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carrier is responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, the carrier is responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. The carrier is not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of the goods.

8. Only the following forms of payment will be accepted in payment of COD amounts:

    a. Cash not to exceed $500.00
    b. Bank cashier's check
    c. Company Check (See Note)
    d. If nothing is marked on the bill of lading the default will be Cashier's Check. **Note:** Forms of payment will only be accepted when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. Certified checks are not accepted as form of payment for COD fees.

Exception to cash instructions: When instructions to collect cash only are written on the COD label or the bill of lading the carrier reserves the right to accept cash (up to a maximum of $500), cashier's check, or other similar instrument issued on behalf of the consignee. All checks and money orders shall be made payable to the consignor, or such other party as designated by the consignor as the payee. The carrier will accept checks or money orders only as an agent of the consignor and the carrier's responsibility is limited to the exercise of due diligence in forwarding such checks and money orders to consignor, or such other party as designated by the consignor as the payee. All checks (including cashier's checks) and money orders tendered in payment of COD packages will be accepted by carrier at shipper's risk, including but not limited to the risk of non-payment and forgery, and carrier shall not be liable upon any such instrument. The carrier will not be responsible for guaranteeing a check is not counterfeit or that it has not been altered.

9. COD fees are payable to the carrier and shall not be included in checks or money orders made payable to the consignor.

10. Failure to adhere to the directions above will remove Vision Express/Wrag-Time Transportation from any and all responsibilities of collecting "COD" amounts.

(Item continued on next page)

Item 260 Collect on Delivery (COD) Shipments - continued

11. Upon collection of a COD bill, the collecting carrier shall remit each COD collection directly to consignor or other person designated by the consignor as payee, promptly and within 15 (fifteen) business days after delivery of the COD shipment to the consignee. If the COD shipments moved via interline service the delivering carrier shall, at the time of remittance of the COD collection to the consignor of payee, notify the originating carrier of such remittance.

12. Changes to the status of a COD shipment that increase, reduce or cancel the amount of a COD may be accepted by the carrier if received by the carrier in time to accomplish the change prior to affecting the delivery of the shipment. Such requests must be submitted to the carrier in writing on company letterhead from an authorized employee of the consignor. Such change will subject to additional charges detailed herein.

13. Changes in the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, may be accepted by the carrier if received by the carrier in time to accomplish the change prior to executing the delivery of the shipment. Such requests must be submitted to the carrier in writing on company letterhead from an authorized employee of the consignor. Such change will subject to additional charges detailed herein.

14. Charges:

    a. The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected will be: ***3% of the amount to be collected, subject to a minimum charge of $50.00.***
    b. COD fee for MI and IL with ***minimum of $2% of the amount 18.00***
    c. The charge for changing the status, form of payment of terms as outlined above is ***$40.00 per shipment***.

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Item 270 Collection of Charges and Extension of Credit

Charges accruing to the carrier are due and payable at the time an outbound Prepaid shipment is tendered to the carrier, or at the time a Collect shipment is tendered by the carrier to the consignee, except where credit has been extended by the carrier to the shipper, consignee or other party responsible for payment of the freight charges.

When a party other than the consignee or consignor on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of shipment.

Note: When the consignor requests the carrier to bill a third party, the shipment will be considered a prepaid shipment with payment charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under the provisions of this tariff. The execution of Section 7 of the Bill of Lading by the consignor is not valid on shipments subject to the provisions of this Item.

When the party responsible for payment of freight charges has been extended credit by the carrier, the credit period will be 15 days, including Saturdays, Sundays and legal Holidays, unless a different credit period has been established by publication in a tariff or contract for a specifically named customer.

The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.

Penalty for non-payment of freight charges **notice to shippers, receivers and other persons responsible for payment of freight charges:** Commencing on the 61st day from the date of freight bill presentation (defined as the first day after mailing of original invoice) and freight bills remaining unpaid, will be subject to and additional interest penalty fee of 10% of the net revenue for class rated shipments. For shipments rated off flat rates or commodity tariffs like VSXP 262, 276 and 298, and spot quotes, etc. the penalty shall be calculated at 40% of net amount due.

(Item continued on next page)

Item 270 Collection of Charges and Extension of Credit (continued)

The filing of a cargo or other claim against the carrier will not relieve a payor from the responsibility for payment of freight charges. Provisions of this rule do not change in any way the paying party's obligation to pay applicable charges within the contractual or legislated terms allowed under D.O.T. 49 CFR part 377 and the credit period stated within rules and regulations of the bill of lading. This rule establishes a condition precedent for the application of the special pricing provisions described in first paragraph of this Item.

Carrier reserves the right to withdraw any and all customer discounts and preferential pricing for customer accounts accruing $ 1,000.00 (one thousand) or more being outstanding more than 90 days.

If carrier is forced to any legal process or outside Collection Company to collect freight bills, the discount is null and void and Vision Express/Wrag-Time's full prevailing rate will apply to all unpaid invoices plus any interest (outlined above in this Item) and collection fees.

Item 280 Commodities, Classifications, Packaging, Labels

All shipments tendered for transportation or accessorial services will be packaged, labeled, classified, transported, documented and described in accordance with the rules, requirements and provisions set forth in the National Motor Freight Classification Guide NMF 100 Series, unless otherwise excepted in this tariff or pricing agreement with customer.

Item 290 Convention/Exhibition Delivery

Carrier does not handle shipments to or from convention centers, fairs or exhibitions. If a shipment is inadvertently accepted, carrier will attempt to route the freight to another carrier at the direction of the consignor. If diversion is not accomplished freight will be billed at the prevailing class 100 tariff rate without discount.

1. All pricing agreements between carrier and customer are not applicable on these shipments.
2. All charges must be prepaid.

Item 300 Corrected Billing – Additional or Balance Due Bills

Billing corrections made after posting to receivables for which there is a balance due or for additional billing will be done so on a sub-pro (i.e. and "A" bill) for balance dues. This will include additional billing as a result of a reweigh or reclassification performed by carrier's Weights and Research Department. Additional billing may also be for additional services provided to the consignee or consignor.

Item 310 Customer Tariffs – Cancellation of

Custom tariffs and pricing agreements are subject to cancellation if no shipments are generated after six (6) months from effective date.

Item 320 Dangerous Goods

Any party who ships explosives or dangerous goods, without previous full written disclosure and acceptance by the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation by carrier.

Item 330 Default Class - Description Verification

Revised 10-24-08

The omission of NMFC Item number or word description of the commodity shipped on an original bill of lading the carrier shall apply a minimum class rating of 125 to the invoice. Corrected bills of lading with the proper commodity description by word or NMFC number will only be accepted while shipment is in carrier's possession and may be subject to paperwork change fee if not received within 24 hours of shipment pick up.

If carrier must inspect the freight to determine class and/or description because of lack of description or class on the original bill of lading tendered by the shipper (and the carrier can conduct an inspection), the shipment shall be subject to a description verification fee of ***$25.00***.

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Item 340 Definitions

Any Quantity (AQ): An AQ rate/rating is one which is specifically designated AQ in this tariff, or in tariffs making reference to this tariff, and is applicable to the articles shipped, regardless of the quantity or weight of the shipment.
Business Day: Each day, Monday thru Friday, excluding Holidays.
Business Hours: The time during which operations are generally conducted by the carrier at the point where the service is performed.
Carrier, **Consignor** or **Consignee**: Will include the authorized representatives or agents of such Carrier, Consignor or Consignee.
Consignee to unload the shipment: The Consignee will perform the complete service of unloading the freight from the position in which it was transported on the carrier's vehicle.
Consignor to load the shipment: The Consignor will perform the complete service of loading the freight on to the carrier's vehicle, including the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the Consignor.
Delivery Receipt (Proof of Delivery, POD): Signed acknowledgement by consignee of a shipment that carrier has turned over the goods to recipient.
Factored: Invoices submitted to the bank for processing.
Holiday: Any day generally observed as a holiday by the carrier, at the point where the service is performed, including, but not restricted to:
New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
When the holiday falls on Sunday, the following Monday will be considered a holiday.
When the holiday falls on Saturday, the preceding Friday will be considered a holiday.
Indentations: Where any part of a rule, rate, commodity description, application or tariff item is found set away from the left margin in a position subordinate to the text preceding it, such information is to be read with its context and particularly with the preceding heading or headings.
Interstate Traffic: Traffic moving from a point in one State to a point in another State; between points in the same State , but passing within or through another State en route.
Intrastate Traffic: Traffic having origin, destination, and entirely transported within the same state.
Joint-line Transportation: The transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin, or delivery service at point of destination or at intermediate interchange point(s) as agent of the originating or delivering carriers.
Less Than Truckload (LTL): An LTL rate or rating is one which is specifically designated LTL in this tariff or in tariffs making reference to this tariff and are those applicable to a quantity of freight rated at the 10,000 pound line of rates or less.
Loading: Includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.
LTL Class rates: Means class rates with a stated minimum weight of less than 20,000 pounds.

LTL Commodity rates: Means Commodity Rates with a stated minimum weight of less than 20,000 pounds.
Outbound: Participant is the consignor. Charges may be Prepaid or Collect
Outbound Prepaid: Participant is the consignor, and the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor.
Outbound Collect: Participant is the consignor, but the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.
Pallet: Includes Pallets, Platforms, Shipping Racks, or Skids, with or without standing sides or ends, but without tops.
Paying agent: An agent of the payer of freight charges.
Payer: The party responsible to carrier for payment of freight charges. The term “payer” includes acknowledged aliases and authorized agents, brokers or forwarders of the payer, but does not include Connecting Lines or Cartage Agents.
Payor: The term payor or payor of freight charges shall mean the person directly responsible to the motor carrier for payment for the transportation service
Place: Means a particular street address, or other destination of a factory, store, warehouse, place of business, or private residence at a "point"
Point: Means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates, including the applicable zip code or postal code for such point.
Premises: The entire property at or near the physical facilities of the Consignor, Consignee or other designated shipper or receiver of the shipment.
Prepaid Shipment: A shipment on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor.
Private Residence: Applies to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.
Shipper (consignor): The party by whom, in whose name, or on whose behalf, a contract of carriage of goods has been concluded with a carrier or any party by whom, in whose name, or on whose behalf, the goods are actually delivered to the carrier in relation to the contract of carriage.
Site: Means a specific location at, or on the premises of consignor, consignee, or other designated party.
Third Party: A person other than the principals. A payer of the freight charges shown on the bill of lading that is neither the shipper or consignee and not an alias or agent of the shipper or consignee.
TL Class Rates: Means class rates with a stated minimum weight of 20,000 pounds or greater.
Volume or Truckload Rate (VOL OR TL): A Vol or TL rate or rating is one which is specifically designated

Item 350 Detention – Trailers with Tractor

When due to no disability, fault or negligence on the part of the carrier, the loading or unloading of freight is delayed and carrier's equipment is detained at, or on the premises of the consignee or consignor, or at the place designated by the consignee or consignor for the loading or unloading of freight, the provisions shall be applicable:

1. The computation of time shall commence upon notification by the driver to the appropriate representative of the consignor, consignee or other party at the arrival of the vehicle for loading or unloading at the corresponding party's location, or as close thereto as conditions will permit, and shall end upon completion of the loading or unloading and the receipt by the driver of a signed bill of lading or delivery receipt.

2.The time allowed for completion of loading and unloading of freight will be as follows:

Weight of Shipment in pounds		Time allowance in minutes
Over	Not Over	
	999	15
1,000	2,499	30
2,500	4,999	60
5,000	7,499	90
7,500	9,999	120
	Or more	180

3.An additional charge of ***$50.00*** per hour, or fraction thereof, subject to a minimum charge of ***$48.00***, shall be assessed for all time in excess of that allowed by the provisions of this item.

3. The carrier, at its discretion, will remove equipment and personnel form the shipper's or consignee's facilities in the event a pick-up or delivery cannot be expedited within a reasonable amount of time and charges as described in the item shall apply.

Item 360 Detention – Trailers without Tractor

When trailers without tractors or power units are delayed through no fault of the carrier, at the assigned location by the consignee or consignor, the carrier's responsibility for safeguarding shipment in a spotted trailer will be only after the carrier takes possession of the trailer and its contents. That responsibility will end when the carrier tenders the loaded trailer to the consignee. Spotted trailers will be allowed 12 hours of free time for loading and unloading.

With the exception of Saturday, Sundays and specific business holidays, the detention fee after the initial 12 hour spotting window shall be ***$50***, and ***$50*** for each additional 24 hours or portion thereof, the carrier's trailer is spotted.

Item 370 Dimensional Weight

Shipments moving via air freight or under the provisions of VSXP 262, VSXP 276 or VSXP 298 are subject to dimensional weight in order to achieve minimum density or space consumption (air freight) (commodity tariff).

Item 380 Exclusive Use of Equipment

1. Except as provided in Section 2 of this Item, no shipment is entitled to the exclusive use of a trailer or doubles trailer in which it is to be transported and the carrier has control of the trailer with the unrestricted right to:

A. Select the trailer for the transportation of a shipment.
B. Transfer the shipment to another trailer or doubles trailer.
C. Load other freight on the same trailer or doubles trailer.
D. Remove locks or seals applied to the trailer or doubles trailer.

2. Exclusive Use of Trailer

When the exclusive use of a trailer or doubles trailer is provided by the carrier at the request of the consignor or consignee, the following provisions will apply:

1. Charges will apply to each trailer or doubles trailer used to transport the shipment.
2. The request must be given in writing or placed on the Bill of Lading and Shipping Order.
3. When the Bill of Lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight such instructions will be considered as a written request for exclusive use service.
4. The trailer or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in paragraph 5.

In the event a lock or seal has been removed from a trailer, the carrier will immediately re-lock or re-seal the trailer or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the trailer except at the instruction of the consignor or consignee.

Freight charges for shipment moving under provisions of this item will be computed at the applicable TL charge or TL rate at the TL minimum weight, or actual weight if greater, subject to a minimum charge based on:

20,000 pounds at the Class 77.5 Scale 20M rate less 55%

7. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse (Section 7) stipulation on the bill of lading may not be executed.
8. Stop off for partial loading or partial unloading will not be permitted under provisions of this section.
9. US DOT has the right to open sealed trailers for security concerns. (rev. 1/4/05)

Carrier is not obligated to provide exclusive use service under the provision of this Item where the operation of doubles trailer, in tandem, drawn by a single power unit is prohibited by law.

Item 390 Exempt Commodities – Classification

When "Exempt" is shown in the "Class" column of the NMF 100 Series, the commodity shall be classified based on the shipment average density as follows:

Density in pounds per cubic foot:	Class:
Less than 1	400
1 but less than 2	300
2 but less than 3	250
4 but less than 6	150
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	55

Item 400 Extra Labor – Loading or Unloading

When requested by the consignor or consignee, extra labor (if available) will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge therefore will be as follows:
$70.00 per person per hour or fraction thereof less than 8 hours
$75.50 per person per hour or fraction thereof in excess of 8 hours
Subject to a minimum charge of $210.00 per person per day
Time shall be computed from the time the extra labor arrives at the place of pick up or delivery until loading or unloading is completed. Charges will be assessed against the consignor if the extra labor is used for loading and the consignee if the extra labor cost is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee. The party for whom the service provided shall pay charges for extra labor.

Should the carrier be unable to collect charges from the requesting party, carrier will hold the consignor ultimately responsible for charges under the Bill of Lading contract, at the shipper's published charges, unless shipper states on the Bill of Lading at time of shipment, "Shipper does not authorize extra labor."

Item 410 Floor Load Charge

When freight is loaded on trailer floor, carrier may charge to transfer freight onto pallets. Charges for such service will be negotiated with the customer at time of service.

Item 420 Fractions

In determining the rate, weight or charges applicable on any particular shipment, fractions of cents and/or pounds will be resolved as follows:

1. Fractions of less than one-half will be dropped; and
2. Fractions of one-half or greater will be increased to the next whole number or cent.
3.

Item 430 Freight Density Requirements (cubic capacity rule)

All less than trailer load shipments tendered to the carrier that are to be rated on an NMFC basis must conform to the following density guidelines:

Shipments which occupy 750 cubic feet or greater and have a density of 6 lbs per cubic foot or less, shall be rated at applicable class based on NMFC Density Chart less any negotiated discount. Provisions of this Item apply in lieu of any negotiated FAK's.

Pounds per Cubic Foot (Density)	Applicable Class
Less than 1	400
1 but less than 2	300
2 but less than 3	250
3 but less than 4	200
4 but less than 5	175
5 but less than 6	150
6 but less than 7	125
7 but less than 8	110
8 but less than 10.5	100
10.5 but less than 12	92.5
12 but less than 13.5	85
For Classes with greater density	Please contact your carrier representative

Note: One (1) linear foot of trailer space is equivalent to 75 cubic feet of trailer space.

Item 440 Fuel Surcharge

Fuel surcharge applies on both LTL and TL shipments according to the table below. The fuel surcharge is adjusted on Wednesday and is based on the US Department of Energy Fuel Index in effect the previous Monday at 4 P.M. The fuel surcharge will be implemented when the DOE average fuel price reaches $1.14 per gallon.

DOE Price	But Less than	LTL Percentage	TL Percentage
$2.00	$2.01	18.6%	21.8%
$2.01	$2.02	18.7%	22.0%
$2.02	$2.03	18.7%	22.2%
$2.03	$2.04	18.8%	22.4%
$2.04	$2.05	18.8%	22.6%
$2.05	$2.06	18.9%	22.8%
$2.06	$2.07	18.9%	23.0%
$2.07	$2.08	19.0%	23.2%
$2.08	$2.09	19.0%	23.4%
$2.09	$2.10	19.1%	23.6%
$2.10	$2.11	19.1%	23.8%
$2.11	$2.12	19.2%	24.0%
$2.12	$2.13	19.2%	24.2%
$2.13	$2.14	19.3%	24.4%
$2.14	$2.15	19.3%	24.6%
$2.15	$2.16	19.4%	24.8%
$2.16	$2.17	19.4%	25.0%
$2.17	$2.18	19.5%	25.2%
$2.18	$2.19	19.5%	25.4%
$2.19	$2.20	19.6%	25.6%
$2.20	$2.21	19.6%	25.8%
$2.21	$2.22	19.7%	26.0%
	Item Continued	On Next Page	

DOE Price	But Less Than	LTL Percentage	TL Percentage
$2.22	$2.23	19.7%	26.2%
$2.23	$2.24	19.8%	26.4%
$2.24	$2.25	19.8%	26.6%
$2.25	$2.26	19.9%	26.8%
$2.26	$2.27	19.9%	27.0%
$2.27	$2.28	20.0%	27.2%
$2.28	$2.29	20.0%	27.4%
$2.29	$2.30	20.1%	27.6%
$2.30	$2.31	20.1%	27.8%
$2.31	$2.32	20.2%	28.0%
$2.32	$2.33	20.2%	28.2%
$2.33	$2.34	20.3%	28.4%
$2.34	$2.35	20.3%	28.6%
$2.35	$2.36	20.4%	28.8%
$2.36	$2.37	20.4%	29.0%
$2.37	$2.38	20.5%	29.2%
$2.38	$2.39	20.5%	29.4%
$2.39	$2.40	20.6%	29.6%
$2.40	$2.41	20.6%	29.8%
$2.41	$2.42	20.7%	30.0%
$2.42	$2.43	20.7%	30.2%
$2.43	$2.44	20.8%	30.4%
$2.44	$2.45	20.8%	30.6%
$2.45	$2.46	20.9%	30.8%
$2.46	$2.47	20.9%	31.0%
$2.47	$2.48	21.0%	31.2%
$2.48	$2.49	21.0%	31.4%
$2.49	$2.50	21.1%	31.6%
$2.50	$2.51	21.1%	31.8%
$2.51	$2.52	21.2%	32.0%
$2.52	$2.53	21.2%	32.2%
$2.53	$2.54	21.3%	32.4%
$2.54	$2.55	21.3%	32.6%
$2.55	$2.56	21.4%	32.8%
$2.56	$2.57	21.4%	33.0%
$2.57	$2.58	21.5%	33.2%
	Item Continued	On Next Page	

DOE Price	But Less Than	LTL Percentage	TL Percentage
$2.58	$2.59	21.5%	33.4%
$2.59	$2.60	21.6%	33.6%
$2.60	$2.61	21.6%	33.8%
$2.61	$2.62	21.7%	34.0%
$2.62	$2.63	21.7%	34.2%
$2.63	$2.64	21.8%	34.4%
$2.64	$2.65	21.8%	34.6%
$2.65	$2.66	21.9%	34.8%
$2.66	$2.67	21.9%	35.0%
$2.67	$2.68	22.0%	35.2%
$2.68	$2.69	22.0%	35.4%
$2.69	$2.70	22.1%	35.6%
$2.70	$2.71	22.1%	35.8%
$2.71	$2.72	22.2%	36.0%
$2.72	$2.73	22.2%	36.2%
$2.73	$2.74	22.3%	36.4%
$2.74	$2.75	22.3%	36.6%
$2.75	$2.76	22.4%	36.8%
$2.76	$2.77	22.4%	37.0%
$2.77	$2.78	22.5%	37.2%
$2.78	$2.79	22.5%	37.4%
$2.79	$2.80	22.6%	37.6%
$2.80	$2.81	22.6%	37.8%
$2.81	$2.82	22.7%	38.0%
$2.82	$2.83	22.7%	38.2%
$2.83	$2.84	22.8%	38.4%
$2.84	$2.85	22.8%	38.6%
$2.85	$2.86	22.9%	38.8%
$2.86	$2.87	22.9%	39.0%
$2.87	$2.88	23.0%	39.2%
$2.88	$2.89	23.0%	39.4%
$2.89	$2.90	23.1%	39.6%
$2.90	$2.91	23.1%	39.8%
$2.91	$2.92	23.2%	40.0%
$2.92	$2.93	23.2%	40.2%
$2.93	$2.94	23.3%	40.4%
	Item Continued	On Next Page	

DOE Price	But Less Than	LTL Percentage	TL Percentage
$2.94	$2.95	23.3%	40.6%
$2.95	$2.96	23.4%	40.8%
$2.96	$2.97	23.4%	41.0%
$2.97	$2.98	23.5%	41.2%
$2.98	$2.99	23.5%	41.4%
$2.99	$3.00	23.6%	41.6%
$3.00	$3.01	23.6%	41.8%
$3.01	$3.02	23.7%	42.0%
$3.02	$3.03	23.7%	42.2%
$3.03	$3.04	23.8%	42.4%
$3.04	$3.05	23.8%	42.6%
$3.05	$3.06	23.9%	42.8%
$3.06	$3.07	23.9%	43.0%
$3.07	$3.08	24.0%	43.2%
$3.08	$3.09	24.0%	43.4%
$3.09	$3.10	24.1%	43.6%
$3.10	$3.11	24.1%	43.8%
$3.11	$3.12	24.2%	44.0%
$3.12	$3.13	24.2%	44.2%
$3.13	$3.14	24.3%	44.4%
$3.14	$3.15	24.3%	44.5%
$3.15	$3.16	24.4%	44.8%
$3.16	$3.17	24.4%	45.0%
$3.17	$3.18	24.5%	45.2%
$3.18	$3.19	24.5%	45.4%
$3.19	$3.20	24.6%	45.5%
$3.20	$3.21	24.6%	45.8%
$3.21	$3.22	24.7%	46.0%
$3.22	$3.23	24.7%	46.2%
$3.23	$3.24	24.8%	46.4%
$3.24	$3.25	24.8%	46.6%
$3.25	$3.26	24.9%	46.8%
$3.26	$3.27	24.9%	47.0%
$3.27	$3.28	25.0%	47.2%
$3.28	$3.29	25.0%	47.4%
$3.29	$3.30	25.1%	47.6%
	Item Continued	On Next Page	

Item 440 Fuel Surcharge - Continued

DOE Price	But Less Than	LTL Percentage	TL Percentage
$3.30	$3.31	25.1%	47.8%
$3.31	$3.32	25.2%	48.0%
$3.32	$3.33	25.2%	48.2%
$3.33	$3.34	25.3%	48.4%
$3.34	$3.35	25.3%	48.6%
$3.35	$3.36	25.4%	48.8%
$3.36	$3.37	25.4%	49.0%
$3.37	$3.38	25.5%	49.2%
$3.38	$3.39	25.5%	49.4%
$3.39	$3.40	25.6%	49.6%
$3.40	$3.41	25.6%	49.8%
$3.41	$3.42	25.7%	50.0%
$3.42	$3.43	25.7%	50.2%
$3.43	$3.44	25.8%	50.4%
$3.44	$3.45	25.8%	50.6%
$3.45	$3.46	25.9%	50.8%
$3.46	$3.47	25.9%	51.0%
$3.47	$3.48	26.0%	51.2%
$3.48	$3.49	26.0%	51.4%
$3.49	$3.50	26.1%	51.6%
$3.50	$3.51	26.1%	51.8%
$3.51	$3.52	26.2%	52.0%
$3.52	$3.53	26.2%	52.2%
$3.53	$3.54	26.3%	52.4%
$3.54	$3.55	26.3%	52.6%
$3.55	$3.56	26.4%	52.8%
$3.56	$3.57	26.4%	53.0%
$3.57	$3.58	26.5%	53.2%
$3.58	$3.59	26.5%	53.4%
$3.59	$3.60	26.6%	53.6%
$3.60	$3.61	26.6%	53.8%
$3.61	$3.62	26.7%	54.0%
$3.62	$3.63	26.7%	54.2%
$3.63	$3.64	26.8%	54.4%
$3.64	$3.65	26.8%	54.6%
$3.65	$3.66	26.9%	54.8%
	Item Continued	On Next Page	

Item 440 Fuel Surcharge - Continued

DOE Price	But Less Than	LTL Percentage	TL Percentage
$3.66	$3.67	26.9%	55.0%
$3.67	$3.68	27.0%	55.2%
$3.68	$3.69	27.0%	55.4%
$3.69	$3.70	27.1%	55.6%
$3.70	$3.71	27.1%	55.8%
$3.71	$3.72	27.2%	56.0%
$3.72	$3.73	27.2%	56.2%
$3.73	$3.74	27.3%	56.4%
$3.74	$3.75	27.3%	56.6%
$3.75	$3.76	27.4%	56.8%
$3.76	$3.77	27.4%	57.0%
$3.77	$3.78	27.5%	57.2%
$3.78	$3.79	27.5%	57.4%
$3.79	$3.80	27.6%	57.6%
$3.80	$3.81	27.6%	57.8%
$3.81	$3.82	27.7%	58.0%
$3.82	$3.83	27.7%	58.2%
$3.83	$3.84	27.8%	58.4%
$3.84	$3.85	27.8%	58.6%
$3.85	$3.86	27.9%	58.8%
$3.86	$3.87	27.9%	59.0%
$3.87	$3.88	28.0%	59.2%
$3.88	$3.89	28.0%	59.4%
$3.89	$3.90	28.1%	59.6%
$3.90	$3.91	28.1%	59.8%
$3.91	$3.92	28.2%	60.0%
$3.92	$3.93	28.2%	60.2%
$3.93	$3.94	28.3%	60.4%
$3.94	$3.95	28.3%	60.6%
$3.95	$3.96	28.4%	60.8%
$3.96	$3.97	28.4%	61.0%
$3.97	$3.98	28.5%	61.2%
$3.98	$3.99	28.5%	61.4%
$3.99	$4.00	28.6%	61.6%
$4.00	$4.01	28.6%	61.8%
$4.01	-	note	note
	Item Continued	On Next Page	

Item 440 Fuel Surcharge - Continued

LTL – When the DOE Fuel Index exceeds $4.01 per gallon, the fuel surcharge continues to increase 0.1% for every two-cent increase in fuel prices.

TL – When the DOE Fuel Index exceeds $4.01 per gallon, the fuel surcharge continues to increase 2% for every one-cent increase in fuel prices.

For purposes of calculating the fuel surcharge, TL is defined as any shipment weighing 20,000 pounds or occupying *25 FT*, or more.

The D.O.E.'s Fuel Hotline number is available by calling 1-202-586-6966, extension one, any day of the week.

Item 450 Full Visible Capacity

For shipments that take 30 feet or more of trailer space weighing more than 30,000 lbs., the full truckload rate will be at the ***20,000 lb. class 77.5 rate, less 55% discount***.

Item 460 Hazardous Materials

Vision Express/Wrag-Time Transportation does not handle Hazardous Materials.

Item 470 Impractical Operations (Carrier Liability)

Carrier shall not be liable for:

A. Loss, damage or delay to the property caused by an Act of God, public enemy, authority of law, perils of air, weather conditions, civil unrest, force majeure, labor disturbances or any act of default of the shipper.
B. Any natural shrinkage of property.
C. Delay caused by highway construction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry.
D. For any loss, damage, delay or mis-delivery to any goods that are mis-described or whose description is misrepresented by the shipper and/or consignee on the bill of lading.

Pick-up or delivery service will not be performed by carrier at any site from or to which it is impracticable to operate vehicles because of:

A. Unacceptable conditions of roads, streets driveways, alleys, or approaches thereto.
B. Inadequate loading or unloading facilities.
C. Riots, acts of God, the public enemy, legal authority, the existence of violence, or any disturbances that tend to create a reasonable apprehension of danger to persons or property.

Item 480 Inside Pickup and Delivery Charges

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipment from or to positions beyond the immediately adjacent loading or unloading positions defined in Item (Pick-up and Delivery Service), subject to the following:

A. Service provided at ground floor levels accessible to carrier's vehicle will be assessed charges as follows: ***$4.00 per 100 pounds, subject to a minimum charge of $45.00 and a maximum charge of $500.00***. For MI and IL *of* ***$3.25 per 100 lbs with minimum charge of $30.00***

B. Pick-ups and deliveries required above ground level (i.e. basements, second floors and above, multi-storied facilities) will be subject to an additional charge of ***1.00 dollar per 100 pounds subject to a minimum charge of $55.00*** in lieu of the standard minimum charge for inside service. . For MI and IL *of* ***$3.25 per 100 lbs with minimum charge of $30.00***

The carrier at its discretion can refuse to participation in equipment loading or unloading when normal dock facilities are not available. At such times it is the shipper's or receiver's responsibility to affect the loading or unload and absorb the applicable charges in addition to any appropriate detention time.

Item 490 Inspection of Property

When carrier's agent believe it is necessary that the contents of package be inspected, carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property. When found to be incorrectly described, freight charges must be collected according to proper description and classification.

When in the event no description is provided on a bill of lading by the shipper, the carrier may assess a fee of ***$25.00*** to perform an inspection to properly identify the commodity being shipped.

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Item 500 Liability for Payment of Freight Charges

The shipper (consignor) or the consignee of the property being transported shall pay the freight and other charges accruing on said shipment according to carrier's tariff or agreement(s) with carrier. Except those instances where it may be authorized to do so, the carrier shall not make delivery of shipment covered by the bill of lading without collection of freight and all other lawful charges. In the case of shipments moving under a C.O.D. basis, where after reasonable effort has been made the carrier cannot collect charges from the consignee, the consignor shall be liable for all charges including those to return the shipment to the consignor.

Liability of Consignee – Liability for payment of rates for transportation of shipment by a shipper consignor to a consignee, other than the shipper or consignor, is determined under this section when the transportation is provided by the carrier. When the shipper or consignor instructs the carrier to deliver it to a consignee that is an agent only, not having beneficial ownership to the property, the consignee is liable for rates billed at the time of delivery for which the consignee is otherwise liable, but not for rates that may be found to be due after delivery if the consignee gives written notice to the delivering carrier before delivery of the shipment.

Liability of the beneficial owner – When the consignee is liable only for the rates billed at the time of delivery under the second paragraph above, the shipper or consignor, or, if the shipment is reconsigned or diverted, the beneficial owner is liable for those additional charges and rates regardless of the bill of lading or contract under which the shipment was transported. The beneficial owner is liable for all rates when the property is reconsigned by an agent but is refused or abandoned at its ultimate destination if the agent gave the carrier the reconsignment or diversion order a notice of agency and the name and address of the beneficial owner. A consignee giving the carrier erroneous information about the identity of the beneficial owner of the shipment is liable for the additional charges.

Nothing herein shall limit the right of the carrier to require, at the time of shipment, the prepayment or guarantee of the charges. If, upon inspection, it is ascertained that the articles shipped are different than described on the bill of lading, the freight charges must be paid upon the items actually shipped.

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Item 510 Lift Gate Service

Revised August 4, 2014

When carrier is requested or required to provide mechanical loading or unloading equipment, including hydraulic lifting or lowering equipment, in order to load or unload goods to or from the carrier's vehicle an additional fee will be assessed as follows:

$3.50 per 100 pounds, subject to a minimum charge of $65.00 and a maximum of $350.00

For the state of Michigan and Illinois $3.50 per 100 pounds, subject to a minimum of $75.00 and a maximum of $350.00

For the state of Ohio, $3.50 per 100 pounds, subject to a minimum of $105.00 and a maximum of $350.00

Shipments that require life gate service must note such request on the original bill of lading at time of tender the shipment to the carrier for transportation.

The charges for this service will be assessed against the payor of the freight charges unless payment is guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

At locations where carrier does not maintain equipment for the lifting or lowering of shipments to accomplish pick-up or delivery and the carrier must outsource such services, the charges incurred by carrier for providing such service will be the responsibility of the payor of the freight charges. Agreement or guarantee of payment for the special equipment, if available, must be secured by carrier from shipper or recipient prior to executing pick-up or delivery.

Carrier is not obligated to provide this service where suitable equipment or operators are unavailable. Nor is the carrier obligated to provide this service at locations inaccessible to the carrier's vehicles or where the safety of the vehicle or carrier's employees is jeopardized.

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Item 520 Liability for Consequential or Special Damages

The carrier's responsibility shall be solely related to the value of the goods transported up to the maximum of the declared value and in no event will the carrier be responsible for SPECIAL, CONSEQUENTIAL, or PUNITIVE damages, even if notice of occurrence of such damage shall be given to the carrier's agent prior to shipment.

Item 525 Limitation of Liability
Release value – Used, Reconditioned or Refurbished Articles or Parts

Revised 06-27-08

Commodities as described in NOTE A below, when shipped as "used", "reconditioned" or "refurbished" will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding $0.50 per pound with a maximum of $10,000.00 per shipment.

Failure of the consignor to release the value of the property to a value not exceeding $0.50 per pound or declare that the commodity is "used", "reconditioned", or "refurbished" shall not alter the application of this item.

NOTE A - The provision of this item include but are not limited to, the following commodities and their components thereof:

Machinery Group or Parts (NMFC Items 114000 through 133454)
Agricultural Implement Group (NMFC 6060 through 11690)
Aircraft Group (NMFC Items 11750 through 12420)
Automobile Parts Group (NMFC 17800 through 20252)
Boat Group (NMFC Item 24500 through 25325)
Electrical Equipment Group (NMFC Item 60500 through 63561)
Farm Equipment Group (NMFC Item 64600 through 66370)
Vehicles, Motor, Parts (NMFC Items 188500 through 193100)

NOTE B – Applicable only on class rated shipments, except will not apply to those commodities named in NMFC 100 Series which provide specific Release Value provisions, unless the used articles release rate is less than the NMFC 100 release rate.

Item 530 Limitation of Liability

Except as otherwise specifically agreed to between shipper and/or consignee and carrier, carrier's liability for loss, damage, non-delivery, misdelivery, or delay of any property received by carrier is limited as follows:

For shipments of wearing apparel rated under carrier's tariff VSXP 276 and/or shipments of piece goods rated under carrier's tariff VSXP 262, VSXP 298 the maximum carrier liability shall be $3.00 per pound, per article.

For shipments of all general commodities not rated under carrier's tariffs VSXP 276, VSXP 262, or VSXP 298, carrier's liability shall be limited to a maximum of $10.00 per pound, per article.

Further reductions in liability may be applicable dependant upon specific listings within the National Motor Freight Classification, further provisions in this tariff under personal articles (Item 760), or used commodities, or may be based upon provisions in a customer's individual pricing agreement on file with the carrier.
If shipper wishes to obtain a higher value for the property shipping under carrier's VSXP 262, 276 or 298 tariffs, they must declared the value on the original bill of lading at the time of pick up, for which they will be charged ***a rate of $.80 cents per $100 of declared value subject to a maximum of $50.00 per pound or $50,000 per shipment whichever is less.***

There is no additional value coverage available on shipments of general commodities rated on tariffs than those listed above in this Item. Any declaration of higher value for the property is ineffective unless specifically agreed upon between shipper and/or consignee and carrier. The declared value does not constitute, nor does carrier provide, cargo liability insurance.

Note: See limit of liability on Personal Effects – Item 650.

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Item 535 Light or Bulky Freight (Cubic Capacity)

Except as otherwise provided in the governing classification, the following will apply:

If shipment tendered by shipper requires fourteen (14) feet or more of trailer space, and weighs less than 600 pounds per linear foot of floor space occupied, freight rates will be based on the following density/class scale (see note 1 below)

Pounds Per Cubic Foot (density)	Applicable Class
Less than 1	400
1 But less than 2	300
2 But less than 3	250
3 But less than 4	200
4 But less than 5	175
5 But less than 6	150
6 But less than 7	125
7 But less than 8	110
8 But less than 10.5	100
10.5 But less than 12	92.5
12 But less than 13.5	85
For classes greater than 13.5 PCF, consult	a Vision Express representative

Note 1: One (1) linear foot of trailer space is equivalent to 75 cubic feet of trailer space.

Item 540 Linear Foot Rule

Unless otherwise provided in advance of movement with a Volume or Spot Quote Agreement, a shipment or portion thereof is of such nature or bulk that in the manner loaded occupies 30 linear feet or great of a trailer or prevents the safe loading of like freight in or on such trailer (subject to carriers determination and not provided for under capacity load provisions of this tariff) the shipment shall be subject to a minimum charge based on class 65 at 20,000 pound rate less a 55% discount.

Item 550 Liquor Shipments

Carrier shall not handle shipments of liquor, wine or beer. Should a shipment be picked up inadvertently the shipment will be returned to the shipper.

Item 560 Loading or Unloading

When requested to do so by the consignor, consignee or other party designated by them, the carrier will perform loading or unloading services at a charge of ***$2.50*** per hundred pounds, based on the actual weight of the shipment or portion thereof. The minimum charge of ***$50.00*** will be made for loading or unloading whenever such services are performed by the carrier.

Item 570 Lowest Valuation Rule and Released Value Commodities

When classes are referenced in the NMFC which require the shipper to declare and actual, declared or released value on the bill of lading and consignor fails to do so, the provision of this tariff will apply only in reference to the lowest actual, declared or released valuation provided for in the articles in the NMFC.

The carrier's liability shall not exceed the lowest actual, declared or released valuation for the articles. The carrier's liability will remain applicable should the provisions of the NMFC be greater than specified herein under Item 520.

The carrier will apply corresponding rates as published in accordance with the lowest actual, declared or released valuation as prescribed in the NMFC.

When a shipment moves under the provisions of an FAK (Freight All Kinds), commodity rate, a reduced premium rate (negotiated rate for a specific movement), it shall be presumed that the lowest released, actual, or declared value as listed in the NMFC shall be applicable. Such values shall not exceed those listed in Item 520 of this tariff.

Corrected bills of lading which add or change the actual, declared or released valuation will not be accepted after the freight has been tendered for delivery.
NOTE: Provisions of this Item apply only when an actual, declared of released valuation has NOT been declared or released on the original bill of lading by the consignor and shipment is inadvertently accepted by the carrier.

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Item 580 Marking, Tagging, Labeling, Removal of Labels (exception to NMF 100 Item 580)

All shipments tendered for transportation or accessorial services will be packaged, labeled, classified, transported, documented and descried in accordance with the rules, regulations and descriptions set forth in the National Motor Freight Classification, Tariff NMF 100 series in effect at the time of the shipment.

The provisions of NMFC Item 580 will apply, except as follows:

A charge of ***$1.00 (dollar) per package or piece of freight, subject to a minimum charge of $30.00 per shipment*** will be applicable when:

A. At the request of the shipper or consignee sorting, marking, or the tag, label, or stencil on any package or piece of freight is changed or altered according to instructions.
B. If shipment bears unreadable or abbreviated markings and the carrier must, for proper identification mark, tag, label or stencil any package or piece of freight to conform to Item 580.
C. As required by governing publications or law.

All charges accruing under this item must be guaranteed to the satisfaction of the carrier before the service will be performed.

Item 590 Maximum Charge

For any shipment from and to the same points, the charge for such a shipment shall not be greater than the charge for a greater quantity of the same product. When in the event two or more articles which are subject to different rates, any deficit weight will be charged at the lowest rated article within the shipment. The determination of which weight category rate to be applied, shall be done prior to the application of any discount or rate exception.

Item 595 Maximum Charge Mixed Shipments Deficit Weight

When in the application of class rats for a shipment of two or more different freight classes, any deficit weight will be charged at the lowest class rate contained in the shipment.

Item 596 Minimum Charge

Custom minimums will apply to all areas expect where noted.
$120.00 minimum for Texas, Louisiana, Arkansas, Oklahoma and New Mexico

Item 600 Notification Prior to Delivery

Notification prior to delivery will be performed by carrier at no additional charge to the customer.

Item 610 Operating Rights

Rates and provisions named herein, and in tariffs governed by this Rules Tariff, or as amended, are limited in their application on interstate or foreign commerce to the extent of operating rights set forth as follows:

MC – 191683 USDOT397407 Wrag-Time Airfreight dba Wrag-Time Transportation
MC – 372635C Vision Express, Inc.

Item 620 Over-Dimension Freight Charges

When any dimension of a shipping unit exceeds 14 ft in length, the shipment will be subject to a charge in addition to all other applicable rates in the amount of ***$60.00***.

Item 630 Pallet Jack Service

Shipments that require the use of pallet jack service for either pick-up or delivery shall be subject to a charge of ***$25.00***, in addition to any line-haul charges

Item 640 Payment of Charges

Payment of freight and all other applicable charges must be in U.S. funds. All checks presented for payment of freight charges must also be payable in U.S. dollars and drawn on the account of a U.S. bank.

Item 650 Personal Effects

Carrier's liability for shipments of personal effects shall be limited to $.10 (cents) per pound. For any shipment of personal effects that exceeds $.10 per pound the shipper must state on the bill of lading that the shipment is self-insured.

Item 660 Pickup or Delivery – Construction Sites

When it is necessary for carrier to make a pick-up or delivery at a construction or remote site, an additional charge will be applicable in the amount of ***$55.00***. This will be in addition to all other applicable freight charges.

Item 670 Pickup or Delivery Service

The rates and charges in publications governed by this tariff include one loading and pick-up and one delivery and unloading. That also includes one tender for delivery at commercial locations during business hours. Loading means the counting and stowing of the freight on the carrier's vehicle and unloading includes the counting and removal from the carrier's vehicle. Carrier will furnish only one employee per vehicle for loading or unloading. If an additional employee is requested or required such service may be provided at an additional charge (see Item 400 "Extra Labor").

Shipments must be made available for carrier loading in an area immediately adjacent to the vehicle immediately adjacent to a parking location suitable for carrier to park the vehicle for loading. Shipments that require unloading by the carrier must meet the same requirements immediately adjacent to the carrier's vehicle.

See the Item for "Inside Pick-up or Delivery" when this requirement cannot be met by the shipper or consignee. Loading or unloading services do not include assembling, packing, unpacking, dismantling, sorting or segregating, opening shrink wrap or un-banding shipments.

Item 680 Pickup of Delivery Service on Islands
(Ferry Charge)

When carrier is requested or required to make pick-up or delivery on islands not connected to the mainland by a bridge, an additional charge will apply to the shipment equal to the actual amount incurred by carrier.

Item 690 Pickup or Delivery Service at Private Residences or Other Non-Commercial Sites

When carrier is requested or required to make pick-up or delivery at a private residence or other non-commercial locations defined in the following paragraphs, an additional charge of ***$3.95 per 100 pounds, subject to a minimum charge of $55.00*** per shipment will apply. This charge will include the initial notification to arrange delivery at the private residence. These charges will be the responsibility of the party paying the freight charges. Should special equipment be required and provided to the execute a residential delivery, the charges for such equipment (if available and provided) shall be in addition to the residential delivery fee provided for in this Item. ***For Michigan and Illinois flat $27.50***

"Private residences" includes apartments, churches, schools, camps and other such locations not generally recognized as commercial locations and shall apply to the entire premises. "Private residences" does not include construction sites; see Pick-up or Delivery Construction Sites for provisions for that type of location.

(This item continued on next page)

Item 690 Pickup or Delivery Service at Private Residences or Other Non-Commercial Sites (continued)

Carrier reserves the right to decline residential service when the carrier determines that the location or premises is beyond its ability to provide service or if the location lacks adequate facilities to load or unload freight. In such instances, the carrier may hold the freight at the carrier's facility for will call or will receive such freight at its facility if delivered by the shipper.

Item 700 Pickup or Delivery – Non-Business Hours

When pick-up or delivery is required to be made between the hours of 6:00 p.m. and 6:00 a.m. an additional charge of ***$80.00 per hour per trailer, subject to a minimum charge of $240.00 per trailer.***

Item 710 Pick up or Delivery Service - Saturday

Carrier does not obligate itself to provide pick up or delivery on a Saturday, Sunday or Holiday. When a customer requests that such services be provided on those days and carrier finds that it may be able to provide said service the fees for doing so are as follows: ***$50.00 per hour, subject to a minimum charge of $250.00*** time shall be calculated from the time of dispatch until the time of return to the terminal. These charges will be in addition to all other charges due the carrier.

Pick ups and delivery service requests for Saturday operations (non-Holiday) must be called into Customer Service before 5:00 p.m. the previous day. Saturday operations will be between 8:00 a.m. and 3:00 p.m. for the appropriate time zone in which servicing terminal is located.

Charges must be paid by the party requesting the service or guaranteed to the satisfaction of the carrier prior to providing this service.

Note: Holidays will include New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where service is performed.

Item 720 Precedence of Discounts and Rates

When the shipper, consignee or third party each has a negotiated discount, commodity rate, contract rate allowance or the price reduction program applicable to its line-haul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority of application will apply whether or not the total charges are higher or lower from those that might result from the pricing provisions of the non-paying shipment partner.

Payer shall mean:
1. Shipper paying rates and charges on a prepaid shipment.
2. Consignee paying rates and charges on a collect shipment.
3. Third party (party other than shipper or consignee) paying rates and charges on a shipment.

For the purpose of this rule, the payer of the charges shall be determined at the time the shipment is tendered, not withstanding that a change in payer may be made (change from "prepaid" to "collect" or "collect" to "prepaid") at the request of shipper or consignee after the shipment is tendered.

Where different types of pricing could apply to the same shipment, the following order of precedence will apply:

1. Volume Price Quote supersedes all other pricing.

2. Paying party. When pricing is applicable for more than one party on a freight bill (e.g., Shipper, Consignee or Third Party) , the pricing applicable for the payor of the freight charges will apply.

A. When the Third Party is Payor.

(1) Use the Third Party's applicable pricing when true third party, or the following, exist.

(2) When there is no applicable pricing package for the Third Party payor, use the following:

(a) Prepaid shipments. Use the shipper's applicable pricing.

(b) Collect shipments. Use the consignee's applicable pricing. If none, use the shipper's applicable pricing.

(This item continued on next page)

Item 720 Precedence of Discounts and Rates (continued)

B. When, in the applicable pricing package, there is more than one price that covers the shipment, the following order of precedence shall apply:

(1) Contract (supersedes tariff pricing).

(a) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.

(b) Apply lower of payor's LTL or TL pricing.

(2) Vision Express/Wrag-Time Individual Tariffs are filed in the Vision/Wrag-Time Los Angeles Office or with the Surface Transportation Board (is superseded by contract pricing). Copies are available at the customer's request.

(a) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.

Item 730 Precedence (Priority of Rules)

When a rule exists herein this publication covering the same provision as a rule published in the National Motor Freight Classification STB NMF 100 series, the rules of this publication shall take precedence and is published as an exception to those of the classification guide.

The rules of this publication govern all tariffs and tariff provisions published by Vision Express Wrag-Time Transportation.

Item 740 Prohibited Items or Restricted Articles

Rev 02-05-09

Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles:

1. Articles of extraordinary value:
Bank Bills
Currency, other than coin. Monetary coins will not be accepted as premiums with other articles except as authorized in Item 310 of NMFC 100 Series.
Coins, metal (49987)
Deeds
Drafts
Furniture: Picked up from a private residence
Gold or Silver: Articles, NOI, Bars, Billets, Blooms, Bouillon, Castings, Forgings, Ingots, Pigs, Pipe, Plates,

Item 740 Prohibited Items or Restricted Articles (continued)

Rings, Rods, Scrap, Sheets, Other Forms or Shapes, NOI, consisting of one piece of metal
Precious Gems or metals
Jewelry, other than costume or novelty jewelry
Letters, with or without stamps affixed.
Notes
Original works of art. Except pictures or paintings subject to NMFC Items 100240, 100260 and 149420.
Over length: Pallets exceeding 12 feet or any pipes or tubes.
Personal Effects: if not released at RVNX of 10 cents per pound
Postage Stamps
Precious Stones
Revenue Stamps
Single Piece: Weighing in excess of 3500 pounds
Valuable papers of any kind
Museum exhibits or articles of antiquity. Except antique furniture subject to NMFC items 100240 and 100260.

2. Restricted Articles:
Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles:

Commodities as described in the NMFC 100 Series:
Explosives
Carbon Black
Hazardous Materials of any kind
Infectious substances
Items needing protective services: protect from freezing, must keep warm, any guaranteed delivery dates without approval.
Nitrogen Fertilizer Solution or, Fertilizer ammoniating solution
Poisons of any kind
Freight liable to damage other freight or equipment

Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or carrier's equipment. Freight may for lack of suitable equipment be refused.

Item 750 Quotations of Estimated Charges

When carrier furnishes, either orally or in writing an estimate of tariff charges, such estimate will be given on the basis of effective tariff rates in effect at the time. Such estimates are based on the facts as presented to the carrier at the time of said request.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on shipper nor carrier.

All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at time of shipment as applied to the commodity shipped in accordance with the provisions of the National Motor Freight Classification Guide plus any related services performed in connection therewith.

Item 760 Reconsignment (Terms and Conditions) Or Diversion

Revised 06-11-09

Definitions of Reconsignment or Diversion:
For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

1. A changed in the name of the consignor or consignee.
2. A change in the place of delivery within the destination terminal points
3. A change in destination point
4. Relinquish shipment at point of origin

Charges:

For reconsignment not resulting in a change in the original destination point but only the name of consignor or consignee…….. **$40.00** per shipment.

For reconsignment resulting only in a change in the place of the delivery within the original destination terminal delivery area, before delivery to original consignee has been attempted by the carrier:…… …… **$40.00** per shipment

(This item continued on next page)

Item 760 Reconsignment (Terms and Conditions) Or Diversion (continued)

For reconsignment resulting only in a change in the place of delivery within the original destination terminal delivery area, after delivery to the original consignee has been attempted by the carrier……..**$40.00** per shipment plus redelivery fee.
Redelivery fee applies see Item 770 (Redelivery)

For reconsignment resulting in a new destination terminal delivery area, the original freight bill will be re-rated from origin to the point of at which it was reconsigned. Additional freight charges will be assessed from reconsignment point to ultimate destination point. ……..…….**$40.00** per shipment plus additional line haul costs.

For reconsignment resulting in a new destination terminal delivery area, after delivery to the original consignee has been attempted by the carrier the original freight bill will be re-rated from origin to the point of at which it was reconsigned. Additional freight charges will be assessed from reconsignment point to ultimate destination point plus fee…….……..…$40.00 per shipment plus additional Linehaul Charges and Redelivery Fee
Redelivery fee applies see Item 770 (Redelivery)

1. A request for reconsignment or redelivery must be in writing. Conditional or qualified requests will not be accepted. Carrier will accept disposition instructions printed on a shipping order, shipping label or container as authority to reconsign or redeliver.

2.All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the carrier before consignment will be made.

4. Carrier will make a diligent effort to execute the reconsignment or redelivery request, but will not be responsible if request is not executed or performed.

4. The entire shipment or portion of the shipment may be reconsigned. When a partial shipment is reconsigned, each portion will be considered as a separate shipment and the applicable charges, as stated above and in this tariff, will be applied. The applicable charges in this item will apply for the reconsigned portion with the otherwise applicable charges applying on the other portion(s)

5. Any additional charges accruing from redelivery or reconsignment of a shipment by agent(s) or delivering carriers not mentioned in this tariff will be advanced to customer, as stated herein.

(this item continued on the next page)

Item 760 Reconsignment (continued)

6. 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 ***$3.70*** per 100 pounds, but not less than ***$30.00*** per shipment per trailer, or more than ***$300.00*** per shipment per trailer will apply.

Item 770 Redelivery

When a shipment is tendered for delivery and through no fault of the carrier 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 (Item continued on next page):

1. If one or more additional tenders or final delivery of the shipments are made at consignee's place, a charge of ***$5.75*** per 100 pounds, but not less than ***$40.00*** per shipment per trailer, nor more than ***$500.00*** per shipment per trailer, will be made for each such tender and for the final delivery. ***For Michigan and Illinois $3.00 per 100 lbs with a minimum of $37.50***

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 ***$4.66*** per 100 pounds, but not less than ***$35.00*** per shipment per trailer, nor more than ***$400.00*** per shipment per trailer will apply.

3. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of carrier before the shipment is redelivered.

On Order-Notify shipments, the minimum charge shall be ***$90.60*** per shipment per trailer.

Item 780 Right to Sell Unclaimed Property

If the carrier does not receive disposition instructions within 48 hours of the time of the carrier's first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier has the right to offer the shipment for sale and may do so at the carrier's discretion. The amount of the sale shall be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property

Item 790 Returned, Undelivered Shipments

Any shipment undelivered, when returned to shipper, shall be returned at the applicable tariff rates in effect on the date of the return shipment.

When requested by a shipper (consignor) that a shipment be returned prior to dispatch on a line haul movement shall be subject to the following charges: ***$5.80 per hundred pounds, $45.00 minimum charge and a maximum charge of $500.00***

Item 790 Returned, Undelivered Shipments (continued)

When requested by a shipper (consignor) that a shipment be returned after dispatch on a line haul movement the charge for such service shall be: ***Applicable line-haul rates for original and return transportation.***

Note: After line-haul dispatch shipment will not be stopped in transit for return, it will be returned after shipment reaches original destination terminal.

Item 800 Service Limitations

The carrier is not obligated to render accessorial services or transport property for which it does not have suitable equipment, nor will transportation be performed where conditions of roadways, bridges, streets, alleys, or premises over which the vehicle must operate is in the carriers judgment impractical or unsafe to provide such service.

Item 810 Sort and Segregating

Shipments requiring sorting and/or segregating will be charged $***1.00 per package, subject to a minimum charge of $30.00 per shipment.***

Item 820 Stop-Offs to Partially Load or Unload

Shipments subject to TL or volume rates may be stopped for partial loading or unloading subject to the following provisions:

1. A shipment may be stopped for the picking up or dropping off a portion of the total shipment, providing the point of stop-off are directly intermediate to the point of final destination.
2. The bill of lading shall show at what point, or points, the shipment is to be dropped off for partial loading or partial unloading, the name and address of the party to receive or to load the freight and a description of the freight being picked up or dropped off at each location. No substitutions of other freight for that loaded at the original point of origin, of for any part of the shipment loaded at any intermediate stop off point.
3. The charge for each stop off point will be ***$75.00*** for each stop subject to a maximum of 3 stops. If more stops are required the additional stops will be subject to a charge of ***$100*** per stop.

Item 820 Stop-Offs to Partially Load or Unload (continued)

4. This service shall not be available for shipments moving on a COD basis.
5. For carrier's convenience, any portion of the shipment may be picked up or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.
6. Stop-off portions must be sufficiently identifiable and segregated so as to distinguish it from other stop off portions.
7. The entire shipment must be available for pick up at time of tender.

Item 830 Storage

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting line-haul transportation will begin at 8:00 a.m. the day after freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 8:00 a.m. the first business day after the notice of arrival as provided under Item 150 has been given, storage charges will be charged for each succeeding calendar day, including Saturday and Sunday, except no charges under this Item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
3. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, or owner.
4. Storage charges will be per shipment or per vehicle for each 24 hours or fraction thereof as follows:
   For LTL: $1.75 per 100 pounds *for* ***each 24 hr*** *period, subject to a* ***minimum*** *of* ***$35.00*** *and* ***a maximum of $110.00*** *for each of the* ***first 2 days****, the maximum will increase to* ***$150.00*** *as of the third day and for each day thereafter.*
   For TL: $110.00 each day *for the first 48 hours and $150.00 for each day thereafter****.***
5. Storage charges under this item will not apply on the day carrier places the freight in a public warehouse. Charges as follows will be assessed for the transfer of freight to the public warehouse:
   a. $5.75 per 100 pounds
   b. Subject to a minimum charge of $40.00 per shipment
   c. ***And a maximum of $400.00 per shipment or per vehicle***
6. Freight held at carrier's originating terminal will be subject to storage charges for which carrier must hold pending delivery or shipping instructions.
7. Under no circumstances will carrier stop a shipment in transit for storage purposes.
8. Appointment freight will receive a 24 hr resolution period at no charge. After 24 hours the charges detailed in this Item will be applied.

Item 840 Temperature Control Service

Vision Express and Wrag-Time Transportation will not provide temperature controlled service. Carriers are not responsible for products that are subject to spoilage by either cold or hot temperatures.

850 Item Terms and Conditions

Each shipment is subject to the provisions of this tariff and shall be evidenced by a written bill of lading. The bill of lading shall describe the kind and quantity of goods received and delivered by the carrier. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this Tariff. In the event of a conflict between the terms, conditions and provisions of such bill of lading and this tariff, the terms, conditions and provisions of this tariff shall prevail.

Item 860 Trailer Spotting Service

Any shipment requiring carrier to spot a trailer for loading or unloading purposes for the convenience of the shipper or consignee, if provided, will be subject to a negotiated charge for such service to be negotiated at time of request.

Item 870 Vehicles Furnished But Not Used

When carrier upon receipt of a request to pickup a shipment weighing 10,000 lbs or more or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used, the following charges shall be applicable:
1. Within 40 miles of carrier's terminal the charge will be ***$125.00*** for truckload and ***$75.00*** for less than truckload.
2. Beyond 40 miles of the carrier's terminal the charge will be ***$2.50 per mile subject to a minimum charge of $250.00***

Charges will be assessed against the party requesting the service.

Item 880 Weight Verification

When requested by customer to weigh a shipment loaded onto carrier's equipment such service may be provided subject to a fee of ***$50.00*** if the shipment is of enough size that it must be weighed while on the trailer and carrier must use a public scale.

When the weight of a shipment must be verified because it is not included on the original bill of lading, each shipment will be subject to a weight verification fee of ***$25.00***

(This item continued on the next page)

Item 880 Weight Verification (continued)

Accounts with pallet rates will be charged $30.00 for any shipment that does not provide the correct weight on the bill of lading. Weights exceeding their pricing limit will include the additional charge per pound as well as the $30.00 charge.

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Item 890 Abbreviations

This Item provides for the abbreviations used in carrier's tariffs.

AQ	Any Quantity
CWT	Denotes per 100 pounds
Carrier	Vision Express Wrag-Time Transportation
c/o	In care of
COD	Collect on Delivery
CCC	Certified Class Correction
CWC	Certified Weight Correction
d/b/a	Doing Business As
Density	Weight in pounds per cubic foot
FAK	Freight All Kinds
KD	Knocked Down
KDF	Knocked Down Flat
Lbs.	Pounds
LTL	Less than Truckload
M	Denotes thousand pounds
MC	Motor Carrier
NMFC	National Motor Freight Classification
NMFTA	National Motor Freight Trucking Association
NOI	Not otherwise indexed
Oz	Ounce
PCF	Pounds per cubic foot
PCS	Pieces
PG	Piece Goods
PLT	Pallet (see also Skid)
SCAC	Standard Carrier Alpha Code
Skid	Pallet (see also Pallet)
SU	Set Up
STC	Said to Contain
STBO	Said to be on
TL	Truck Load
VSXP	Vision Express' Standard Carrier Alpha Code (SCAC)
VSXP262	Vision Express Piece Good Tariff
VSXP276	Vision Express Wearing Apparel Tariff
VSXP298	Vision Express Piece Good Tariff
WA	Wearing Apparel
WR	Weights and Research
*	Denotes new item
#	Denotes item change when used with tariff item number
**	Shown in Table of Contents of this tariff, denotes items that have been

changed or added.

Item 900 State Abbreviations

Where two-letter abbreviations of state, as set forth by the U.S. Postal Service, are used in tariffs and contracts issued by Vision Express and Wrag-Time Transportation, the abbreviations and explanation will be as follows:

AK	Alaska	MS	Mississippi
AL	Alabama	MT	Montana
AR	Arkansas	NC	North Carolina
AZ	Arizona	ND	North Dakota
CA	California	NE	Nebraska
CO	Colorado	NH	New Hampshire
CT	Connecticut	NJ	New Jersey
DC	District of Columbia	NM	New Mexico
DE	Delaware	NV	Nevada
FL	Florida	NY	New York
GA	Georgia	OH	Ohio
HI	Hawaii	OK	Oklahoma
IA	Iowa	OR	Oregon
ID	Idaho	PA	Pennsylvania
IL	Illinois	PR	Puerto Rico
IN	Indiana	RI	Rhode Island
KS	Kansas	SC	South Carolina
KY	Kentucky	SD	South Dakota
LA	Louisiana	TN	Tennessee
MA	Massachusetts	TX	Texas
MD	Maryland	UT	Utah
MO	Missouri	WA	Washington

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VISION EXPRESS WRAG-TIME TRANSPORATION

Item 880 Accessorial Fee Summary Page Effective: August 4, 2014

Description	Item Number	Charges
Blind Shipment Fee	210	$42.00
Class Verification Fee	330	$25.00
C.O.D. Fee	260	3.0% of COD Amt $50 Min $40.00 Change; For MI and IL 2% with $18.00 Min
Change Fee (Paperwork)	200	$40.00
Extra Labor	400	$70.00 per hour up to 8 hrs. per person, 8+ hrs is $75.50 per hour/ $210 Minimum
Inside Delivery/Pickup	480	$4.00 cwt, $45.00 Min, $500 Max ; For MI and IL $32.25 cwt Min $30.00
Inside Delivery Above/Below Floor	480	Add'l $1.00 cwt, $42 Min. Addition to Inside Del/PU Fees
Lift Gate Service	510	$3.50 cwt, $65.00 Min, $350 Max MI & IL $3.50 cwt, $75 Min $350 Max Ohio Flat $3.50 cwt, $105 Min $350 Max
Limitation of Liability	530	VSXP 262, 276 and 298 $3.00 lb.
Limitation of Liability	530	General Commodities $10.00 lb.
Linear Foot Rule	540	See Specific Item VSXP 100-07 Series
Marking or Tagging Frt.	580	$1.00 per pc/ctn, $30.00 Minimum
NSF Fee	235	$35.00
Pallet Jack	630	$25.00
Pickup or Del Const. Site	660	$55.00
Pickup or Del Non-Bus Hrs	700	$80 hr., $240 Min.
Pickup or Del Saturday	710	$50.00 per hours $250.00 Min.
Reconsignment	760	$40.00 in name only, see Item for further details.
Redelivery	770	$5.75 cwt, $40 Min, $500 Maximum; For MI &IL $3.00 cwt Min $37.50
Residential Delivery	690	$3.95 cwt, $55 Min. / WV $200.00 / For MI & IL Flat $37.50
Sort and Segregate	810	$1.00 per pc, per package, $30 Minimum
Stop Offs	820	$75 ea. first 2 stops/$100 for 3 or more
Storage	830	$1.75 per 100 lbs/$35 Min/$110 Max (48 hrs) $150 Max (3+ days)
Waiting Time	350	See Specific Item VSXP 100-07 Series
Weight Verification	880	$50 loaded trailer/$25 shipment in house

This chart is an overview of common accessorial fees contained in this Rules Tariff. For complete details and explanation of these services please refer to the specified Item in publication VSXP 100-11. The rates contained herein are subject to change without notice.

Bills of Lading – Driver's Signature on Bill of Lading shall signify carrier receipt of shipment only and does not imply any agreement to rates or the alteration any existing pricing agreement.