



RULES TARIFF

GENERAL RULES AND SPECIAL CHARGES

This publication contains the explanation of, and charges for, optional services that may be requested by the shipper, consignee or third party payor beyond those normally associated with standard transportation. Provisions in this publication apply on shipments tendered, to **Evans Delivery Company** (Evans) or Hale Intermodal Trucking (Division of Evans), on or after October 1, 2005 and are subject to change. Any exceptions to these rules and rates must be agreed to, by all parties, by written contract or by confirmed written communication, prior to the shipment tender or prior to the performance of the services provided for herein.

Effective Date: October 1, 2005. This Rules Tariff replaces all prior Rules Tariffs, those issued previously are null and void. This Rules Tariff may be changed from time to time, and Evans will endeavor to provide 30 days advance notice of such changes.

Accessorial Charges – Approval/Confirmation: Upon presentation of charges by fax, approval/confirmation must be received by the applicable terminal within twenty-four hours. If customer fails to confirm the accessorial charges presented, tacit approval will have been deemed as received.

Advanced Storage Charges: At customer's written request and subject to authorization, Evans will forward immediate payment to railroad for storage on loads awaiting delivery. However, an additional 10% will be assessed in addition to railroad storage charges with a minimum charge of \$25.00.

Advancing Charges: When Evans is required to advance fees on behalf of customers, an administrative fee of ten (10) percent will be assessed. A minimum charge of \$25.00 will apply.

Application of Charges: The term "Customer" refers to the person or entity contracting to engage Evans services with respect to a shipment, as well as any other person or entity having an interest in the cargo, including but not limited to a shipper, consignee, consignor, beneficial owner, ocean carrier, broker, third-party logistics provider (3PL), or intermodal marketing company (IMC). Charges for accessorial and other miscellaneous services included in this Rules Tariff are in addition to rates charged for transportation services. Such charges are generally the responsibility of the Customer paying the trucking charges, except in certain circumstances. To be valid and enforceable, an authorized Evans representative must confirm, in writing, any mutually agreed upon exceptions to the terms, conditions, accessorial or other charges described in this Rules Tariff. Written contracts will prevail over this Rules Tariff, if any conflicts exist.

Appointments: Evans will not accept liability for any Detention Charges resulting from rescheduled appointments, unless the appointment was rescheduled due to any failure of Evans.

Arbitration: Any and all disputes not resolved between Evans and Customer will be resolved at binding arbitration, before a recognized arbitration board to be jointly selected by Customer and the Evans Company. The arbitration shall be held within thirty (30) days of notification from Customer to the Evans of the need for arbitration. The arbitration will be conducted in the Commonwealth of Pennsylvania at a location mutually agreed to by the Evans and Customer. Each party will bear its own costs of the arbitration and costs of arbitration board will be equally split.

Bill of Lading: Customers should use the Standard Truckload Bill of Lading whenever possible. Drivers will accept others bills of lading as receipt of goods only. The terms and conditions expressed on nonconforming bills of lading will not apply when they conflict with the terms and conditions of this Rules Tariff.

Cargo Claims: All claims for loss or damage to property transported by Evans must be filed with Evans within nine (9) months following delivery and in the case of non-delivery nine (9) months following the date the shipment would have delivered and must conform with the requirements of 49 U.S.C. 14706, must identify the shipment involved, must assert liability for a specified amount of money and must be supported by copies of the bill of lading and delivery receipt. Failure to do so shall forever bar recovery of the claim. Any action at law with respect to such claim must be instituted against Evans within a period of two (2) years and one (1) day from the date of receipt of notice from Evans that the claim or any part, or parts, thereof were disallowed. Claims for concealed freight loss or damage must be reported to the CARRIER within 48 hours after delivery, and CARRIER must have an opportunity to inspect such shipments within 48 hours after receiving such a request.

Evans does not agree, under any circumstances, to be liable for special or consequential damages arising from freight loss, damage or delay, regardless of notice.

Evans will not be liable for freight loss, damage or delay caused by: the acts or omissions of any other party or their agents; failure to comply with Evans' loading instructions; illegal acts; weather conditions; riots; labor strikes; public unrest; or when the freight is not in Evans' exclusive possession.

Cargo Liability: Evans' cargo liability does not commence until the loaded equipment is pulled from the yard. Evans' liability for cargo loss or damage will generally not exceed \$100,000 per occurrence, and shipments will not be accepted unless released to a value of \$100,000. Customer may request an increase in legal liability by submitting a written request for a higher Released Value, and paying an additional charge equal to 0.1% of the difference between the desired Released Value and \$100,000. If a shipment is inadvertently accepted without Customer executing the required Released Value declaration, Evans' liability will be limited to no more than \$100,000. Evans will not be liable for any special, incidental, indirect, or consequential damages (including, without limitation, lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of coverage, shortage, or damage to shipments transported.

Cash Advances: When Evans is required to advance fees on behalf of customers, an administrative fee of ten (10) percent will be assessed. A minimum charge of \$25.00 will apply.

Chassis Rental: a) Standard chassis @ \$50.00/day. b) Tri-axle chassis @ \$100.00/day. Please contact the applicable terminal for specific information.

Claims – Filing: In the event a freight claim needs to be filed, forms can be obtained by calling the Corporate Claims Department (610-367-2611). Claims for damages require an inspection to be made prior to filing. Inspection by Evans or an independent agent will typically be performed within 20-48 hours after receipt of request. Inspection will include examination of the damaged merchandise and the shipping container. The inspection will be limited to a factual report and normally be accompanied with pictures. A written record of Inspector's findings will be made in duplicate with a copy of the report given to the consignee. The inspection report is NOT a claim. To expedite the claim process it is the responsibility of the claimant to file a cargo claim within prescribed time limits and to respond back immediately to any requests from Evans for supporting documentation. The claim will be concluded based on facts determined during the investigation.

The following written information is required:

- Must specify a dollar or determinable amount
- Reason for claim (loss or damage)
- Pro number and bill date
- Claimant name, address, telephone and fax number
- Original Shipper's Copy of the Bill of Lading
- Copy of Delivery Receipt (not applicable on a complete shortage)
- Verification of paid freight charges
- Only one shipment (pro) per claim

Send all correspondence to:

Evans Delivery Company
Attn: Claims Dept.
740 S. Reading Avenue
Boyertown, PA 19512
610-367-2611
610-369-9128

Collect Shipments tendered by Shipper: Evans will accept collect shipments tendered by the shipper on the express condition that the shipper will be the guarantor of the freight charges should the consignee fail to pay Evans within the established credit terms. Shipments subject to the provisions of this item will be accepted only when the Consignor has established credit with Evans and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit policy of the company. The non-recourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item.

C.O.D. Shipments: A charge of \$100.00 will be added to the regular rate. However, the conditions listed below must be met. It is the sole responsibility of the Customer to make all arrangements for the C.O.D. transaction.

- a. All necessary instructions must be completely explained on the prenote or load tender,
- b. The specific form(s) of payment must also be explained on the prenote or load tender,
- c. Customer may incur redelivery charges and/or power detention if the C.O.D. transaction is not completed in a timely manner.

Customs or In Bond Freight: Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposes of this provision and subject to a \$150.00 per shipment charge. Line haul charges on shipments requiring the U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from points of U.S. Customs clearance to the final destination.

Import freight moving in Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in Bond. Shipments moving under U.S. Customs Bond will not be allowed to stop in transit or split pick up or split delivery. Detention charges, if any will be assessed against the party responsible for the line haul charges.

For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery. When Evans is required to pick up shipping documents or U.S. Customs Release Forms for forwarder or broker for validation prior to pickup of a shipment, a charge of \$50.00 per shipment will apply.

Detention – Vehicles with Power Units: When the Evans's vehicles, with driver and power units, are delayed or detained beyond the free time (see "**Free Time**" item) provided for herein at time of delivery to the consignee or at time of pick-up at the shipper's place of business when such delay is not the fault of carrier, the following will apply.

1. Charges for detention will be charged to the consignee in the case of unloading and to the shipper in the case of loading.
2. When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.
3. When computing detention charges, detention time shall apply, irrespective of lunch breaks, coffee breaks, rest breaks, etc.
4. If, at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:
 - a. Carrier may return to carrier's terminal with what freight has not been unloaded, but carrier shall return the following day with the balance of the freight at the commencement of shipper's or consignee's work day; or,
 - b. Carrier will drop or spot trailer at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention without power, including all per diem charges assessed by equipment providers, beginning immediately upon spotting of the trailer; and additional transportation charges. In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.
5. If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.
6. When delay occurs beyond free time, the charge for detention shall be \$37.50 per one-half hour.
7. Evans shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at the time. If shipper or consignee refuses to sign these records, Evans' records will govern.

Drop Yards: In order to reduce or eliminate storage charges at a rail ramp or ocean pier, Evans may shuttle a loaded intermodal unit to an offsite drop yard. Additional Charges are usually billed for such moves. If such a shuttle is done for Customer's convenience or benefit, Evans will accept no liability for per diem charges that may accrue while the equipment is at the drop yard.

See “**Storage Liability**” for specific rules governing the liability for cargo while in storage.

Dropped Equipment: When third party equipment is “Dropped or Spotted” at a Shipper/Consignee location for loading or unloading, the Shipper/Consignee is financially responsible for the equipment per diem charges assessed by the equipment provider. Shipper/Consignee must notify Evans by means of written communication (fax or E-mail) within twelve (12) hours of the trailer being made available for pick up. Shipper or Consignee will be responsible for any damage to equipment while said equipment is in its care custody and control.

Equipment Damage Charges: Damages of any kind incurred to Equipment of any type (whether owned by Evans or by another equipment provider) while at the facility of and/or under the care, custody and control of the shipper or consignee, will be the responsibility of the contracting party. Evans reserves the right to recover any unpaid charges from shipper, consignee, etc. as necessary.

Failure of the shipper or consignee, or their respective agents and spotting service to note damages at time of tender shall be prima facie evidence that same was spotted in good condition. Shipper and/or consignee shall be liable for the repair cost to any equipment damaged while spotted at their facility. Such damage shall be noted by carrier personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents. Evans reserves the right to seek and recover any unpaid damages from any party involved in the incident, including contracting party's customers, consignee, consignor, shipper, etc.

Equipment Ordered – Not Used: Cancellation of an order must be made prior to dispatch. If equipment is dispatched, the regular rate will be charged. Also, additional charges will apply to return the equipment to Evans terminal for storage. The Customer will also be responsible for payment to Evans for any per diem or penalty charges by the railroad or other equipment supplier.

Equipment Cleaning: It is the consignee's responsibility to accept the entire contents of the vehicle; including all cargo, damaged product, spillage, leakage, dunnage, bracing, debris, contaminants, etc. If the consignee does not properly clean out the empty vehicle, an additional minimum charge of \$100.00 will apply. Consignee will also be responsible for any disposal charges incurred by Evans for the proper disposal of any material left in the trailer. Other additional charges such as: washout costs, disposal costs, stop-off charges and possible out-of-route mileage charges may also be incurred as needed.

Free Time – Loading/Unloading: Evans will allow two (2) hours free time before detention time commences. Any exceptions to this Free Time rule must be agreed to, by all parties, by written contract or by confirmed written communication, prior to the shipment tender or prior to the performance of the services provided for herein.

Fuel Surcharge: Due to the unpredictable nature of fuel prices, Evans will apply fuel surcharges to all shipments unless agreed to, in writing, at the time of the load tender. Absent a specific written agreement or schedule, the following Fuel Surcharges will apply.

Fuel Price	Surcharge %	Fuel Price	Surcharge %	Fuel Price	Surcharge %
1.250-1.299	0.75	2.300-2.349	16.50	3.350-3.399	32.25
1.300-1.349	1.50	2.350-2.399	17.25	3.400-3.449	33.00
1.350-1.399	2.25	2.400-2.459	18.00	3.450-3.499	33.75
1.400-1.449	3.00	2.450-2.499	18.75	3.500-3.549	34.50
1.450-1.499	3.75	2.500-2.549	19.50	3.550-3.599	35.25
1.500-1.549	4.50	2.550-2.599	20.25	3.600-3.649	36.00
1.550-1.599	5.25	2.600-2.649	21.00	3.650-3.699	36.75
1.600-1.649	6.00	2.650-2.699	21.75	3.700-3.749	37.50
1.650-1.699	6.75	2.700-2.749	22.50	3.750-3.799	38.25
1.700-1.749	7.50	2.750-2.799	23.25	3.800-3.849	39.00
1.750-1.799	8.25	2.800-2.849	24.00	3.850-3.899	39.75
1.800-1.849	9.00	2.850-2.899	24.75	3.900-3.949	40.50
1.850-1.899	9.75	2.900-2.949	25.50	3.950-3.999	41.25
1.900-1.949	10.50	2.950-2.999	26.25	4.000-4.049	42.00
1.950-1.999	11.25	3.000-3.049	27.00	4.050-4.099	42.75
2.000-2.049	12.00	3.050-3.099	27.75	4.100-4.149	43.50
2.050-2.099	12.75	3.100-3.149	28.50	4.150-4.199	44.25
2.100-2.149	13.50	3.150-3.199	29.25	4.200-4.249	45.00
2.150-2.199	14.25	3.200-3.249	30.00	4.250-4.299	45.75
2.200-2.249	15.00	3.250-3.299	30.75	4.300-4.349	46.50
2.250-2.299	15.75	3.300-3.349	31.50	4.350-4.399	47.25

Note: Current fuel prices will be based on the index published by the U.S. Department of Energy.

General Application of Rates: Line-haul charges from or to points where direct service is authorized by Evans' certificates will not apply from or to points not directly accessible to truck service because of weight, size or hazardous material restrictions, or because of geographical location. For such points, line haul charges will apply to the point of transfer to other transportation for delivery only. Additional transportation and delivery charges will apply. Rates published "for the Account of" will apply only when freight charges are paid by the named account. Rates published "From the Facilities of" apply when freight originates at that specific location, without regard to the party responsible for payment. Absent a specific written agreement the following rates will apply to shipments tendered to Evans: \$4.00 per mile, \$500.00 minimum charge.

Hazardous Materials: Customer must comply with applicable federal regulations, including 49 CFR Parts 100 to 185, when tendering hazardous materials. Among other requirements, Customer must provide a legible bill of lading with proper Hazmat information, including the shipper's certificate containing all required information such as emergency response number and information, and affix any required placards before or at the time that the shipment is tendered. Failure to comply with these requirements will relieve Evans of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any mis-declared hazardous materials may be warehoused at Customer's risk and expense, or destroyed without compensation.

Hazardous Materials Charge: Shipments of hazardous materials will be subject to an additional charge of \$150.00 per shipment per vehicle used.

Impractical Operations: Pickup or delivery service may not be performed by Evans at any site from or to which it is impractical to operate vehicles because of: 1. The conditions of roads, streets, driveways, alleys or approaches thereto. 2. Inadequate loading or unloading facilities. 3. Riots, acts of God, the public enemy, the authority of the law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property. 4. Ferries.

Insurance Coverage Insurance Certificates will be provided at customer's request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the Customer's request, they will be shown as a certificate holder.

Intermediaries: Freight forwarders, intermodal marketing companies, property brokers, third-party logistics companies, and other intermediaries are considered to be agents of the beneficial owner of cargo transported. Evans will bill such intermediaries as a convenience to the shipper, and retain recourse to the shipper and/or consignee for nonpayment of fees. Any intermediary that bills or collects on behalf of another third party freight charges that are due to Evans shall receive such payment in constructive trust, to the extent such charges are due and owing to a Evans.

Labor Charges: Charges for Driver Unload, Driver Assist, Driver Count, etc. will incur the following charges. \$100.00 for the first Hour and then \$37.50 per one half hour thereafter.

Layover Charge: When Evans is requested to layover due to circumstances beyond its control a charge of \$250.00 will be assessed.

Lien for Freight Charges: Evans shall have a possessory lien on shipments in its possession and control for the payment of unpaid freight charges owing and due to Evans.

Lumper Charges: Lumper fees and charges assessed by shippers or consignees will be charged to the Customer on an actual cost basis. Evans will add a ten (10) percent administrative fee subject to a minimum charge of \$25.00. Evans will submit supporting receipts with its invoice for the charges.

Mileage Computation: Mileage shall be computed from the point of loading to the points of unloading by the practical direct highway miles, and shall be calculated by the use of PC Miler (Practical Miles) mileage tool. When stopping in transit to load or unload part of the load, the mileage to be used to determine the charges is the aggregate of the mileage from the origin point of the shipment to the final destination via the stop-off points. Mileage required by the order of loading or unloading and as specified on the Bill of Lading shall be used to determine the applicable charges.

If after receipt of the shipment by Evans and while in route, the Customer requests stopping in transit in a different order of unloading or loading than as received and specified on the bill of lading, the aggregate mileage of the new route of movement shall apply. There will be an additional charge for labor required to unload, shift or reload the freight to accomplish out-of-sequence deliveries (see Labor Charges). These charges shall be in addition to all other charges. If the route of movement by virtue of the content of hazardous materials, or because of being overweight or over dimension, the closing or prohibition of use of bridges, tunnels, or highway sections requires a longer route by the Public Authority, charges based on mileage of the required longer route shall apply.

New York City Congestion Charges: Shipments originating at or destined to New York, NY (points in the Boroughs of Bronx, Brooklyn, Kings, Manhattan and Queens) and points in Nassau and Suffolk Counties, an additional \$150.00 per shipment will be charged in addition to all other lawfully published charges.

Offsetting Charges Not Allowed: Customer shall not offset from or delay the payment of lawfully established transportation charges due Evans as a result of any overcharge claim, charge-back, duplicate payment or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

Overweight Charges: Evans will assess a charge for overweight shipments which can be properly permitted and therefore transported legally. The amount of such charges will be established and agreed to at the time of the shipment.

Overweight Liability: Evans will not knowingly violate weight restrictions under federal, state or municipal laws. Customer must provide advance notification of overweight shipments. Evans will take whatever actions are necessary to bring equipment into compliance. Customer must reimburse Evans for any expenses required to bring equipment into compliance, and must pay any fines or expenses resulting from overweight violations.

Pallet Exchange: This service is not provided. Evans will not be responsible for any pallet exchange or return.

Payment Terms: Evans may elect at their sole discretion to extend credit to the Customer. In accordance with 49 CFR 377, All invoices are due and payable within **thirty (30) days** of the invoice date. A finance and collection charge of five (5) percent will be added to any invoice not paid within thirty (30) days of the invoice date. An additional fee equal to one-third (33.3%) of total amount due will be added to any invoices must be turned over to a collection agency, attorney, or other outside party for recovery.

Payment - Short: Customer may not "short pay" freight charges or deduct charges from freight bills, unless authorized to do so in writing, prior to the deduction. Customer waives its right to any contested cargo claim that is setoff against freight charges.

Pennsylvania Contract and Jurisdiction – Any party doing business with Evans Delivery Company, Inc. hereby submits to the jurisdiction of the Commonwealth of Pennsylvania and agrees to litigate any disputes either in the Court of Common Pleas of Schuylkill County or the United States District Court for the Middle District of Pennsylvania. The parties specifically agree that any documents including, but not limited to, agreements, delivery requests or notices shall be deemed to have been executed and delivered in Schuylkill Haven, Pennsylvania and shall be construed, interpreted and enforced under and in accordance with the internal laws of the Commonwealth of Pennsylvania to the extent that they are not inconsistent with the applicable Federal or State regulatory laws binding upon carrier. Every party doing business with Evans Delivery Company, Inc. acknowledges and agrees that it is invoiced from Pennsylvania and as such Pennsylvania has personal jurisdiction over every party involved hereto.

Per Diem and Demurrage Charges - Liability: Evans will not accept liability for Demurrage and or Per Diem Charges if such charges are not due solely to their own gross negligence, including per diem charges that begin accruing after the date the equipment is dropped at a shipper/consignee or other location at the direction of the customer, shipper or consignee.

Per Diem Charges - Billed to Evans: Evans will charge to the Customer, the equipment owner's actual or anticipated Detention Charges, less any portion for which Evans Companies are solely liable. An administrative charge of \$25.00, per Evans invoice, will be added to the equipment provider's charges. Customer may be invoiced immediately upon return of the equipment to its rightful owner.

Per Diem (Detention) Charges Billed Directly to Third-Parties: Detention Charges are often billed directly to the Customer or third party instead of Evans. This includes, but is not limited to, store-door Detention Charges for international moves, and EMPU, EMHU, NACS, CSX, and Pacer Stacktrain containers for domestic moves. Customer may then invoice Evans for the portion of the Detention Charges for which it is liable. Customer may not invoice Evans for Detention Charges for any amount that is higher than Customer's obligation to the equipment owner. Customer may not "short pay" freight charges or deduct charges from freight bills, unless authorized to do so, in writing, prior to the deduction. Evans will not accept invoices without proper backup documentation, or invoices that are received more than 30 days after equipment termination. Evans reserves the right to dispute the charges within 30 days of receipt of the proper documentation and invoice. If Customer response to any such dispute is not received within 30 days, it will be presumed that the dispute has been accepted and the invoice voided.

Per Diem - Calculation of Charges: Equipment owners typically charge escalating daily rates for Equipment Detention. Evans will only pay the "Average Daily Rate" for the per diem period. This is defined as the total amount of the per diem divided by the number of days..

Pick-Up or Delivery Service - Saturday, Sunday or Holiday: When the Customer requests Evans to pick up or deliver freight on Saturday, Sunday or Holiday, such service shall be subject to an additional charge. (a) \$200.00 Saturday (b) \$300.00 Sunday or Holiday

Pre-Notification: All valid pre-notes must state the line haul rate and fuel surcharge. Pre-notes must also include any accessorial services requested, as well as any pre-approved charges that may differ from this Rules Tariff. Evans reserves the right to decline any shipment for any reason.

Prohibited or Restricted Articles: The following property will not be accepted for shipment nor as premiums accompanying other articles:

1. Bank Bills Museum Exhibits or Articles of Antiquity Coins, Monetary Notes Currency Original Works of Art Deeds Postage Stamps Drafts Precious Stones Letters Revenue Stamps Valuable papers

2. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles.

3. Evans shall not be liable for any loss or damage to any prohibited or restricted articles should the consignor tender such articles to Evans in contradiction of this provision. The Customer agrees to defend, indemnify and reimburse Evans for any physical harm, damage or liability that may result in any way from the transportation of any prohibited or restricted article as identified above.

Rebilling Fee: In the event the originally invoiced party (debtor) fails to pay any charges and Evans must bill another party, a charge of **\$25.00** will be added to the invoice to defray Carrier's costs of re-billing, printing, mailing and conducting related collection activities.

Recourse With regard to Liability of Charges: All assessorial charges, including but not limited to rail storage, demurrage, per diem, etc., are the responsibility of the party contracting Evans for its services. Evans has full recourse and permission of contracting party, including but not limited to door moves with equipment owners, to seek and recover any and all funds from the shipper, consignee, etc.

Re-consignment or Diversion:

1. Definitions of Re-consignment or Diversion: For the purpose of this rule, the terms "re-consignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- a. A change in the name of the shipper or consignee.
- b. A change in the place of pick up or delivery within the original origin or destination point.
- c. A change in the origin or destination point.
- d. Relinquishment of a shipment at point of origin.

2. Conditions:

- a. Requests for re-consignment must be made in writing or confirmed in writing.

Evans must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.

- b. Evans will make a diligent effort to execute a request for re-consignment but will not be responsible if such service is not effected.
- c. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of Evans before re-consignment will be made.
- d. Only entire shipments, not portions of shipments may be re-consigned.
- e. An order for re-consignment of a shipment moving under uniform bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchange.

3. Charges:

- a. If a re-consignment occurs prior to tender of delivery the charge will be \$25.00 plus reasonable charges for transportation the new delivery point. Minimum charge of \$100.00 will apply.
- b. If a re-consignment occurs after tender of delivery the charge will be \$100.00 plus reasonable charges for transportation the new delivery point. Minimum charge \$250.00.

Re-delivery Charges: When Evans has presented the requested equipment at the Shipper/Consignee facility as instructed by the Customer, and is subsequently turned away, the regular rate to the facility will be assessed. A redelivery charge equal to the regular rate will then be added when the equipment is again presented to the facility for loading/unloading.

Returned Check Fee: Upon receipt of written notification that a check has been returned to Evans for non-payment due to insufficient funds, a fee of \$55.50 (plus any bank fees borne by Evans) for each returned check will be applied against the customer's account. Customer may be placed on a "cash only" basis if not cleared to the satisfaction of Evans.

Return Moves: A Bobtail charge may be billed to terminate empty or loaded equipment that is accruing per diem charges, if no return move is immediately available when the tractor drops the equipment. Customer may avoid such Bobtail charges by notifying the Evans Company, in writing, of Customer's agreement to pay for all per diem or charge incurred as a result of forgoing the Bobtail move. Such charges do not apply to "stay-with" moves.

Spotted Equipment: (See Dropped Equipment)

Stop-Off Charges: Shipments subject to truckload rates and truckload minimum weights, received from one shipper at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading and or partial unloading, subject to the following provisions:

1. Each stop-off is limited to one placement of the truck.
2. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "In Bond" or where Section 7 of the bill of lading has been executed.
3. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
4. Charges: Any stop-offs in route will be charged at the following rates: First and second Stop-offs \$75.00 each, second stop-off \$100.00 third and all subsequent stop-offs \$250.00 each. One (1) hour free will be allowed at each stop.
5. Detention Charges will apply. Out-of-route stop-offs will be subject to an out of route mileage charge.

Storage and/or Demurrage Charges: **Storage** is incurred for failure to pick up loads at the railroad within the designated amount of free time. **Demurrage** is incurred for failure to pick up loads at the port or container depot yards within the designated amount of free time.

Evans will be allowed 48 hours free time to pick up equipment (day of notification, weekend and Holidays excluded). In the event Evans fails to remove equipment within free time, storage/demurrage will be Evans' responsibility. Evans will not accept responsibility for storage/demurrage when proper notification is not provided or 48 hours free time is not allowed.

In the event storage/demurrage is incurred, Evans requires continued notification on a daily basis that charges are accruing for its account. Evans will not accept storage/demurrage charges without daily notification.

Proper Notification is defined as, "written notification" (fax or e-mail) at least 48 hours (excludes Holidays, Saturdays and Sundays) prior to expiration of free time and only when the equipment is ready and available for pick up. "*Proper Notification*" requirements:

- Container Number
- Location of container
- Mounted on road worthy chassis
- Ocean Carrier released
- Available pick-up number

Notification received after 5:00 PM will roll to the next working day at 8:00 AM for the purposes of determining last free day.

Storage Liability: Certain shipments may be temporarily stored on Evans premises, either for the convenience of Customer or for that of Evans. Evans legal liability for such shipments will be that of a warehouseman, and will comply with the standard of care applicable to warehouseman in the state where such service is provided. Evans' legal liability is also that of a warehouseman in the event Customer or consignee refuses delivery of tendered cargo and instructs Evans to

stop movement of cargo and hold it for later delivery or otherwise prevents proper disposition of the cargo. Evans' liability generally will not exceed \$100,000 per occurrence, although Customer may request an increase in legal liability by submitting a written request for a higher Released Value and paying an additional charge. In addition, daily storage charges will apply.

Substituted Service: For their operating convenience, Evans reserves the right to hire other qualified carriers as subcontractors to provide all or part of a given movement. Evans agrees to protect the rates set forth when substituted services are provided, and warrants that all terms, conditions, duties and obligations owed to the shipper by the Rules Tariff, bill of lading, and/or contract will be provided.

Third Party Billing: Evans does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Evans will invoice the shipper's broker, bank or other agent for freight charges. Evans reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the shipper or consignee will be accepted provided recourse to the shipper is preserved with the carrier picking the shipment up at origin. The shipper and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the shipper executes a non-recourse provision of the bill of lading.

Transportation Delays: Evans will provide transportation with reasonable dispatch, and will use commercially reasonable efforts to meet all reasonable pickup and delivery appointments. However, Evans will not guarantee adherence to any particular transit or appointment schedule, and are not liable for delay, interruption, or other failure to transport any shipment by any particular appointment time. Evans will not be liable for alternative transportation costs, or other direct expenses or consequential, special, indirect, or exemplary damages arising out of any delay to shipments, unless Customer has provided a prior written description of the nature and type of such potential delay-related damages, and Evans has agreed in writing to accept responsibility for such damages. Customer notations on a Bill of Lading signed by a driver do not constitute adequate notification and/or acceptance of such special damages.

Unsafe Conditions: Evans shall not be required to perform any pick-up or delivery services to or from any location which is unsafe or impractical to operate a vehicle because of (but not limited to):

1. Condition of roads, driveways, alleys, or approaches thereto.
2. Weather conditions.
3. Inadequate loading/unloading facilities.
4. Any riots or civil/labor disturbances.

Weighing/Scale Charges: When customer requires weighing of the shipment the stop off charge plus any out-of-route miles, will apply. In addition, the customer is responsible for reimbursing Evans for any incurred scale or weighing fees plus a \$15.00 administrative fee.