TARIFF SMTL 101-AF

SOUTHWESTERN MOTOR TRANSPORT, INC.

RULES AND REGULATIONS TARIFF NO. 101-AF ALSO
CHARGES FOR TERMINAL AND SPECIAL SERVICES
AND SCOPE OF SERVICE

THIS TARIFF APPLIES ONLY IN CONNECTION WITH TARIFFS GOVERNED HEREBY EXCEPT TO THE EXTENT THAT SUCH TARIFFS CONTAIN SPECIFIC PROVISIONS WHICH DIFFER WITH THOSE HEREIN.

RULES AND REGULATIONS TARIFF

For reference to governing classification, and other governing publications, see Item 100.

SECTION 1
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

TABLE OF CONTENTS

SUBJECT	ITEM	PAGE
ADVANCING CHARGES	440	30
APPLICATION OF TARIFF	105	5
ARRIVAL NOTICE AND UNDELIVERED FREIGHT	345	22-23
ATTEMPTED PICKUP – NO FREIGHT	330	21
BILLS OF LADING – CONFLICTING	996	114
BILLS OF LADING – CORRECTED	361	25
BLIND SHIPMENTS	590	64
CALIFORNIA COMPLIANCE SURCHARGE	545	45
CAPACITY LOADS – MINIMUM CHARGE	390	26-27
COLLECT ON DELIVERY (COD)	430	29
CONVENTION/EXHIBITION/TRADE SHOW	300	20
CLASSIFICATION OF ARTICLES	420	28
CREDIT CARD HANDLING FEE	773	94
CUSTOMS OR INBOND FREIGHT	480	34-35
DELIVERY AND UNLOADING AT PIERS OR WHARVES	550	46
DENSITY MINIMUM CHARGE	611-1	69-70
DETENTION LTL OR AQ SHIPMENTS	502	36-39
DISPOSITION OF FAILURE TO PAY FREIGHT CHARGES	768	90
DOCUMENTS REQUIRED FOR PAYMENT	360	24
EXCLUSIVE USE OF VEHICLE	470	31-33
EXPLANATION OF REFERENCE MARKS	999	115
EXTRA LABOR	560	48-49
FUEL RELATED SURCHARGE	108	7-17
GOVERNING PUBLICATIONS	100	4
GROCERY WAREHOUSES	755	87
HANDLING FREIGHT NOT ADJACENT TO VEHICLE	566	50
HAZARDOUS MATERIALS	568	51
IMPRACTICABLE OPERATIONS	570	52
INSOLVENCY	771	92

For explanation of abbreviations or reference marks not explained on this page, see Item 999.

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TABLE OF CONTENTS – CONTINUED

SUBJECT	ITEM	PAGE
LIABILITY – PUBLISHED TRANSIT TIMES	573	53
LIEN FOR FREIGHT CHARGES	770	91
LIFTGATE SERVICE	574	54
LIMITATION OF CARRIER LIABILITY	575	55-57
LINEAR FOOT RULE	620	71
LOADING BY CONSIGNOR – UNLOADING BY CONSIGNEE	578	59-60
LUMPER PROCESSING FEE	579	61
MARKING, TAGGING FREIGHT – LTL OR AQ	580	62-63
MAXIMUM CHARGES	595	65
MAXIMUM WEIGHTS TL OR VOL	600	66
MINIMUM CHARGE – ABSOLUTE	604	67
MINIMUM CHARGE – PERSONAL EFFECTS	605	68
MIXED SHIPMENTS	640	72-73
NOTIFICATION PRIOR TO DELIVERY	647	74
OFFESTTING OF FREIGHT CHARGES	576	58
ORAL CONTRACT DISCLAIMER	648	75
OVER DIMENSION FREIGHT	994	112
PAPER INVOICE SERVICE	774	95
PALLET EXCHANGE	649	76
PALLET RATES – APPLICATION	650	77
PICKUP AND DELIVERY CHARGE – ARBITRARY	540	40-44
PICKUP AND LOADING AT PIERS OR WHARVES	551	47
PICKUP OR DELIVERY – LIMITED ACCESS LOCATIONS	754	85-86
PICKUP OR DELIVERY SERVICE	750	78-82
PICKUP OR DELIVERY SERVICE AFTER HOURS	752	83
PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCE	753	84

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TABLE OF CONTENTS – CONCLUDED

SUBJECT	ITEM	PAGE
PICKUP OR DELIVERY SERVICE ON SATURDAY, SUNDAY, OR HOLIDAYS	756	88
POINTS OF SERVICE	1000	116
PRECEDENCE (PRIORITY OF RULES)	766	89
PROHIBITED OR RESTRICTED ARTICLES	775	96-97
QUOTATIONS OF ESTIMATED CHARGES	106	6
RECONSIGNMENT OR DIVERSION	820	98-101
RE-DELIVERY	830	102
REFUND AND INCENTIVE REFUND DISCOUNTS	993	111
RULES AND OTHER PROVISIONS	110	18-19
SECURITY DELAY	995	113
SORTING AND SEGREGATION	850	103
STORAGE	910	104
THIRD PARTY BILLING	772	93
WEIGHT VERIFICATION	992	110
WING SERVICE	990	105-109

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GOVERNING PUBLICATIONS

Except as otherwise provided, this publication is governed by the following publications, and by supplements thereto and successive reissues thereof:

NOMENCLATURE	TARIFF NUMBER
Classification, Governing	NMF 100 Series
Dangerous Articles or Materials	ATA 111 Series
Mile-Finder, PC Miler, Rand McNally	Household Goods
Rate Basis Tariff	SMTL 500 Series
Zip Code Directory	Note A

NOTE A—National Five Digit Zip Code and Post Office Directory.

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APPLICATION OF TARIFF - SCOPE OF OPERATIONS

Rates and provisions named in this tariff, or as amended, are limited in their application on interstate or foreign commerce to the extent of the operating rights set forth below:
(MC-80252, Sub 26)

IRREGULAR ROUTES:

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

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QUOTATIONS OF ESTIMATED CHARGES

When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimates will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier.

The information provided by the carrier is “as is” with all faults and without warranty of any kind, expressed or implied, including those of merchantability and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice. SMT makes no warranties or representations regarding the accuracy or completeness of the information provided.

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 the carrier or the shipper.

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 commodity shipped and transported and related services performed in connection therewith.

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FUEL RELATED SURCHARGE APPLICATION

Unless specifically provided, all net rates and charges will be subject to additional charges as shown. The U. S. Department of Energy national average price for diesel fuel as reported each week will determine the adjustment in the applicable level of surcharge. Any change will be made on Monday of the same week.

Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
110 cents	111 cents	9.2
111 cents	112 cents	9.3
112 cents	113 cents	9.4
113 cents	114 cents	9.5
114 cents	115 cents	9.6
115 cents	116 cents	9.7
116 cents	117 cents	9.8
117 cents	118 cents	9.9
118 cents	119 cents	10.0
119 cents	120 cents	10.1
120 cents	121 cents	10.2
121 cents	122 cents	10.3
122 cents	123 cents	10.4
123 cents	124 cents	10.5
124 cents	125 cents	10.6
125 cents	126 cents	10.7
126 cents	127 cents	10.8
127 cents	128 cents	10.9
128 cents	129 cents	11.0
129 cents	130 cents	11.1
130 cents	131 cents	11.2
131 cents	132 cents	11.3
132 cents	133 cents	11.4
133 cents	134 cents	11.5
134 cents	135 cents	11.6

Continued on next page

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FUEL RELATED SURCHARGE APPLICATION

Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
135 cents	136 cents	11.7
136 cents	137 cents	11.8
137 cents	138 cents	11.9
138 cents	139 cents	12.0
139 cents	140 cents	12.1
140 cents	141 cents	12.2
141 cents	142 cents	12.3
142 cents	143 cents	12.4
143 cents	144 cents	12.5
144 cents	145 cents	12.6
145 cents	146 cents	12.7
146 cents	147 cents	12.8
147 cents	148 cents	12.9
148 cents	149 cents	13.0
149 cents	150 cents	13.1
150 cents	151 cents	13.2
151 cents	152 cents	13.3
152 cents	153 cents	13.4
153 cents	154 cents	13.5
154 cents	155 cents	13.6
155 cents	156 cents	13.7
156 cents	157 cents	13.8
157 cents	158 cents	13.9
158 cents	159 cents	14.0
159 cents	160 cents	14.1
160 cents	161 cents	14.2
161 cents	162 cents	14.3
162 cents	163 cents	14.4
163 cents	164 cents	14.5

Continued on next page

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Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
164 cents	165 cents	14.6
165 cents	166 cents	14.7
166 cents	167 cents	14.8
167 cents	168 cents	14.9
168 cents	169 cents	15.0
169 cents	170 cents	15.1
170 cents	171 cents	15.2
171 cents	172 cents	15.3
172 cents	173 cents	15.4
173 cents	174 cents	15.5
174 cents	175 cents	15.6
175 cents	176 cents	15.7
176 cents	177 cents	15.8
177 cents	178 cents	15.9
178 cents	179 cents	16.0
179 cents	180 cents	16.1
180 cents	181 cents	16.2
181 cents	182 cents	16.3
182 cents	183 cents	16.4
183 cents	184 cents	16.5
184 cents	185 cents	16.6
185 cents	186 cents	16.7
186 cents	187 cents	16.8
187 cents	188 cents	16.9
188 cents	189 cents	17.0
189 cents	190 cents	17.1
190 cents	191 cents	17.2
191 cents	192 cents	17.3
192 cents	193 cents	17.4

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Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
193 cents	194 cents	17.5
194 cents	195 cents	17.6
195 cents	196 cents	17.7
196 cents	197 cents	17.8
197 cents	198 cents	17.9
198 cents	199 cents	18.0
199 cents	200 cents	18.1
200 cents	201 cents	18.2
201 cents	202 cents	18.3
202 cents	203 cents	18.4
203 cents	204 cents	18.5
204 cents	205 cents	18.6
205 cents	206 cents	18.7
206 cents	207 cents	18.8
207 cents	208 cents	18.9
208 cents	209 cents	19.0
209 cents	210 cents	19.1
210 cents	211 cents	19.2
211 cents	212 cents	19.3
212 cents	213 cents	19.4
213 cents	214 cents	19.5
214 cents	215 cents	19.6
215 cents	216 cents	19.7
216 cents	217 cents	19.8
217 cents	218 cents	19.9
218 cents	219 cents	20.0
219 cents	220 cents	20.1
220 cents	221 cents	20.2
221 cents	222 cents	20.3

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Diesel Fuel Index At Least	But Less Than	Fuel Surcharge LTL%
222 cents	223 cents	20.4
223 cents	224 cents	20.5
224 cents	225 cents	20.6
225 cents	226 cents	20.7
226 cents	227 cents	20.8
227 cents	228 cents	20.9
228 cents	229 cents	21.0
229 cents	230 cents	21.1
230 cents	231 cents	21.2
231 cents	232 cents	21.3
232 cents	233 cents	21.4
233 cents	234 cents	21.5
234 cents	235 cents	21.6
235 cents	236 cents	21.7
236 cents	237 cents	21.8
237 cents	238 cents	21.9
238 cents	239 cents	22.0
239 cents	240 cents	22.1
240 cents	241 cents	22.2
241 cents	242 cents	22.3
242 cents	243 cents	22.4
243 cents	244 cents	22.5
244 cents	245 cents	22.6
245 cents	246 cents	22.7
246 cents	247 cents	22.8
247 cents	248 cents	22.9
248 cents	249 cents	23.0
249 cents	250 cents	23.1
250 cents	251 cents	23.2

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Diesel Fuel Index At Least	But Less Than	Fuel Surcharge LTL%
251 cents	252 cents	23.3
252 cents	253 cents	23.4
253 cents	254 cents	23.5
254 cents	255 cents	23.6
255 cents	256 cents	23.7
256 cents	257 cents	23.8
257 cents	258 cents	23.9
258 cents	259 cents	24.0
259 cents	260 cents	24.1
260 cents	261 cents	24.2
261 cents	262 cents	24.3
262 cents	263 cents	24.4
263 cents	264 cents	24.5
264 cents	265 cents	24.6
265 cents	266 cents	24.7
266 cents	267 cents	24.8
267 cents	268 cents	24.9
268 cents	269 cents	25.0
269 cents	270 cents	25.1
270 cents	271 cents	25.2
271 cents	272 cents	25.3
272 cents	273 cents	25.4
273 cents	274 cents	25.5
274 cents	275 cents	25.6
275 cents	276 cents	25.7
276 cents	277 cents	25.8
277 cents	278 cents	25.9
278 cents	279 cents	26.0
279 cents	280 cents	26.1

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Diesel Fuel Index At Least	But Less Than	Fuel Surcharge LTL%
280 cents	281 cents	26.2
281 cents	282 cents	26.3
282 cents	283 cents	26.4
283 cents	284 cents	26.5
284 cents	285 cents	26.6
285 cents	286 cents	26.7
286 cents	287 cents	26.8
287 cents	288 cents	26.9
288 cents	289 cents	27.0
289 cents	290 cents	27.1
290 cents	291 cents	27.2
291 cents	292 cents	27.3
292 cents	293 cents	27.4
293 cents	294 cents	27.5
294 cents	295 cents	27.6
295 cents	296 cents	27.7
296 cents	297 cents	27.8
297 cents	298 cents	27.9
298 cents	299 cents	28.0
299 cents	300 cents	28.1
300 cents	301 cents	28.2
301 cents	302 cents	28.3
302 cents	303 cents	28.4
303 cents	304 cents	28.5
304 cents	305 cents	28.6
305 cents	306 cents	28.7
306 cents	307 cents	28.8
307 cents	308 cents	28.9
308 cents	309 cents	29.0

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Diesel Fuel Index At Least	But Less Than	Fuel Surcharge LTL%
309 cents	310 cents	29.1
310 cents	311 cents	29.2
311 cents	312 cents	29.3
312 cents	313 cents	29.4
313 cents	314 cents	29.5
314 cents	315 cents	29.6
315 cents	316 cents	29.7
316 cents	317 cents	29.8
317 cents	318 cents	29.9
318 cents	319 cents	30.0
319 cents	320 cents	30.1
320 cents	321 cents	30.2
321 cents	322 cents	30.3
322 cents	323 cents	30.4
323 cents	324 cents	30.5
324 cents	325 cents	30.6
325 cents	326 cents	30.7
326 cents	327 cents	30.8
327 cents	328 cents	30.9
328 cents	329 cents	31.0
329 cents	330 cents	31.1
330 cents	331 cents	31.2
331 cents	332 cents	31.3
332 cents	333 cents	31.4
333 cents	334 cents	31.5
334 cents	335 cents	31.6
335 cents	336 cents	31.7
336 cents	337 cents	31.8
337 cents	338 cents	31.9

Continued on next page

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Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
338 cents	339 cents	32.0
339 cents	340 cents	32.1
340 cents	341 cents	32.2
341 cents	342 cents	32.3
342 cents	343 cents	32.4
343 cents	344 cents	32.5
344 cents	345 cents	32.6
345 cents	346 cents	32.7
346 cents	347 cents	32.8
347 cents	348 cents	32.9
348 cents	349 cents	33.0
349 cents	350 cents	33.1
350 cents	351 cents	33.2
351 cents	352 cents	33.3
352 cents	353 cents	33.4
353 cents	354 cents	33.5
354 cents	355 cents	33.6
355 cents	356 cents	33.7
356 cents	357 cents	33.8
357 cents	358 cents	33.9
358 cents	359 cents	34.0
359 cents	360 cents	34.1
360 cents	361 cents	34.2
361 cents	362 cents	34.3
362 cents	363 cents	34.4
363 cents	364 cents	34.5
364 cents	365 cents	34.6
365 cents	366 cents	34.7
366 cents	367 cents	34.8

Continued on next page

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FUEL RELATED SURCHARGE APPLICATION

Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
367 cents	368 cents	34.9
368 cents	369 cents	35.0
369 cents	370 cents	35.1
370 cents	371 cents	35.2
371 cents	372 cents	35.3
372 cents	373 cents	35.4
373 cents	374 cents	35.5
374 cents	375 cents	35.6
375 cents	376 cents	35.7
376 cents	377 cents	35.8
377 cents	378 cents	35.9
378 cents	379 cents	36.0
379 cents	380 cents	36.1
380 cents	381 cents	36.2
381 cents	382 cents	36.3
382 cents	383 cents	36.4
383 cents	384 cents	36.5
384 cents	385 cents	36.6
385 cents	386 cents	36.7
386 cents	387 cents	36.8
387 cents	388 cents	36.9
388 cents	389 cents	37.0
389 cents	390 cents	37.1
390 cents	391 cents	37.2
391 cents	392 cents	37.3
392 cents	393 cents	37.4
393 cents	394 cents	37.5
394 cents	395 cents	37.6
395 cents	396 cents	37.7

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Diesel Fuel Index		Fuel Surcharge
At Least	**But Less Than**	**LTL%**
396 cents	397 cents	37.8
397 cents	398 cents	37.9
398 cents	399 cents	38.0
399 cents	400 cents	38.1
400 cents	401 cents	38.2
401 cents	402 cents	38.3
402 cents	403 cents	38.4
403 cents	404 cents	38.5
404 cents	405 cents	38.6
405 cents	406 cents	38.7
406 cents	407 cents	38.8
407 cents	408 cents	38.9
408 cents	409 cents	39.0
409 cents	410 cents	39.1
410 cents	411 cents	39.2
411 cents	412 cents	39.3
412 cents	413 cents	39.4
413 cents	414 cents	39.5
414 cents	415 cents	39.6
415 cents	416 cents	39.7
416 cents	417 cents	39.8
417 cents	418 cents	39.9
418 cents	419 cents	40.0
419 cents	420 cents	40.1

**When the diesel fuel index exceeds 420 cents the table will continue upward at .1% fuel surcharge for each 1 cent increase in the index.

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ITEM 110 (Continued)

RULES AND OTHER PROVISIONS

The terms:

1. "Business Day" means each day, Monday - Friday, excluding Holidays.
2. "Business Hours" means time during which operations are generally conducted by the carrier at the point where the service is performed.
3. "Carrier", "Consignor", or "Consignee" include the authorized representatives or agents of such "carrier", "consignor", or "consignee".
4. "Consignee to unload the shipment" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
5. "Consignor to load the shipment" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to ensure safe transportation, blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. "Holiday" means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
7. "Joint-line traffic" means 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 as agent of the originating or delivering carriers.
8. "Place" (See Note A), means a particular street or other designation of a factory, store, warehouse, place of business or private residence at a "point".
9. "Point" means a particular city, town, village, community or other area which is treated as unit for the application of line-haul rates.
10. "Single line traffic" means the transportation or a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.
11. "Site" means a particular platform or specific location for loading or unloading at a "place".

(Concluded on following page)

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ITEM 110 (Concluded)

RULES AND OTHER PROVISIONS

12. "Traffic handled direct" means the transportation of a shipment via only one motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.
13. "Truck" or "vehicle" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
14. "Two-line haul", "three-line haul" or "four-line haul" includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carrier specifically designates as being considered as one carrier will be considered as only one line.
15. "Any Quantity" (AQ) - An AQ rate or rating is one which is specifically designated AQ in this tariff or in tariffs making reference to this tariff and are those applicable to the articles regardless of the quantity or weight of the shipment.
16. "Convert-Van" means a trailer that can be used as a flatbed by removing side panels.
17. "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 quantity of freight less than the Volume or Truckload Minimum Weight specified.
18. "Volume" or Truckload" (VOL or TL) - A VOL or TL rate or rating is one which is specifically designated VOL or TL in this tariff or in tariffs making reference to this tariff and are those for which a VOL or TL Minimum Weight is specifically provided.
19. "TIR CARNET" means document used to expedite the movement of goods in international trade and it guarantees the custom duties, if any.
20. "Shipment" means a lot of freight received from one consignor at one point (or place within the confines of a single plant), on one day consigned to one consignee at one destination and covered by one Bill of Lading. "Capacity Load" or "Loaded to Capacity" means the extent to which a standard truck is loaded with freight, each term meaning that quantity of freight which, when loaded in or on a standard truck weighs not less than the TL minimum weight applicable to a shipment of such freight; or, that quantity of freight, which in the manner loaded, so fills a standard truck that no more of the shipment in the shipping form tendered can be loaded in or on the truck; or that quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of a standard truck.

NOTE A: The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thorough-fare.

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CONVENTION / EXHIBITION / TRADE SHOW

Shipments delivered or picked up from exhibition or trade show sites, or facilities thereof will, in addition to all other applicable charges, be subject to the following provisions:

An additional charge of $6.75 cwt, subject to a $250.00 per shipment minimum.

All charges subject to this Item must be prepaid.

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ATTEMPTED PICKUP – NO FREIGHT

Carrier will attempt to make all scheduled pickups in a timely manner. However, if a pickup request has been issued to carrier and the request is cancelled after the driver has been dispatched to make the pickup, or if on arrival at the pickup point there is no freight available for pickup, a charge of $85.00 will be accessed to the party who issued the pickup request.

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ITEM 345 (Continued)

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.
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 e-mail and/or fax. The notice, however transmitted, will specify the point of origin, the consignor and commodity and weight of shipment.
   b) If the consignee's address is unknown to the carrier, the notice will be mailed to the consignee 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 business day after it was mailed.

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 or if freight cannot be transported because of an error, or omission on the part of the consignor or consignee, the Carrier's liability shall then become that of a warehouseman. The Carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefor.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. On undelivered shipments, disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return or reconsign a shipment or to limit storage liability.

(Concluded on following page)

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ITEM 345 (Concluded)

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

4. When freight is undeliverable for reasons noted in paragraph 1 above, or is “on hand”, the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to Uniform Commercial Code §7-204; a warehouse is liable for damages for loss of or injury to the goods caused by its failure to exercise care with regard to the goods that a reasonably careful person would exercise under similar circumstances. However, unless otherwise agreed, the warehouse is not liable for damages that could not have been avoided by the exercise of that care. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier may (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within five (5) days of Carrier’s initial notification to Shipper, Carrier may offer the lading for public sale. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use reasonable steps to abide with such instructions. Shipper will pay Carrier’s costs and any additional transportation costs Carrier incurs in doing so.

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DOCUMENTS REQUIRED AS PREREQUISITE OF PAYMENT
(Exception to NMFC 360)

1. When a copy of the Bill of Lading, Shipping Order or Delivery Receipt (POD) is required as a prerequisite for payment of the freight charges, a charge of $25.00 will be assessed for that service.

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BILLS OF LADING - CORRECTED

1. Change in Payor of Freight Charges

   Corrected Bills of Lading or other written instructions (a)to change the paying party, (b)to change the collection status from “collect” to “prepaid” - or from “prepaid” to “collect” or (c)to add, change, or delete a “third party billing” or “send freight bill to” party may be permitted, at the sole discretion of the carrier subject to the following conditions:

   a) A charge of $38.00 per change will be added to the freight bill.

   b) A change in collection status or paying party will not be allowed after payment has been received on the basis of the original Bill of Lading.

   c) The carrier must receive written request for change in the collection status or paying party within a period of 30 days from date of the initial Bill of Lading.

   d) The original and new debtor must have established credit with the carrier.

   e) The party requesting change in collection status or paying party must guarantee, in writing, immediate payment of the applicable freight charges (and any additional charges incurred by the carrier) should the new debtor fail to pay within the prescribed Surface Transportation Board credit guidelines.

   f) Section 7 of the corrected Bill of Lading must not be executed.

2. Change in Description or Weight

Change in description or weight will be permitted only upon presentation of satisfactory documentation (e.g. original invoice and descriptive literature) acceptable to the carrier, that the original Bill of Lading was in error.

ITEM 390 (Continued)

CAPACITY LOADS – MINIMUM CHARGE

Provisions of this item will not apply in connection with shipments subject to class rate tariffs listed in Item 100 herein. 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:

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;

OR:

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

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 40,000 pounds at the applicable undiscounted class 50 rate.

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 when the minimum is applied to any capacity loaded vehicle in the 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.

(Concluded on following page)

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ITEM 390 (Concluded)

CAPACITY LOADS – MINIMUM CHARGE

Shipments subject solely to Commodity rates.

When any shipment subject to commodity rates is tendered to SMT 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.

Additional Considerations:

On request of the shipper, SMT 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 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.

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CLASSIFICATION OF ARTICLES

1. Correction of article description or classification errors caused by incorrect description(s) on the original or corrected Bill of Lading supplied by the shipper will be subject to a $32.00 reclassification fee per freight bill corrected when such correction causes an increase of $20.00 or more in freight charges. Such charge will be added to freight bill. However, when the weight adjustment fee provided in Item 992 is assessed, the reclassification fee will not apply.
2. Where the NMF 100 Series publishes a “0” rating for a commodity, or a “not taken” provision, the applicable rating shall be 500, with value limits as defined in Item 575 herein.
3. Classification or rating provisions in the NMF 100 Series requiring a notation or statement of actual or released value are applicable only when such valuations are stated on the shipping order or Bill of Lading by shipper at time of shipment. Failure by the shipper to notate value, or the applicable NMF Item and sub number on the shipping order or Bill of Lading will cause SMT to assess the otherwise applicable class rating not dependent on valuation. If none exists, SMT will assess the lowest actual or released value rating.
4. Carrier will honor corrected Bills of Lading upon receipt of acceptable proof of actual value. Corrected Bills of Lading will not be accepted nor will freight charges be adjusted on released value shipments.

COLLECT ON DELIVERY (COD) SHIPMENTS

SMTL does not provide Collect on Delivery (COD) Services.

If a shipment is tendered to SMTL on a bill of lading with COD language requesting this service, those instructions will have no effect and SMTL will not assume or incur any liability for non-collection of any COD amount.

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ADVANCING CHARGES

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen.

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ITEM 470 (Continued)

EXCLUSIVE USE AND CONTROL OF VEHICLE AND EXPEDITED SERVICE

PART 1
CONTROL OF VEHICLE

Except as provided in Part 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported, and the carrier has control of the vehicle with the unrestricted right to:

1. Select the vehicle for the transportation of a shipment.
2. Transfer the shipment to another vehicle.
3. Load other freight on the same vehicle.
4. Remove locks or seals applied to the vehicle.

PART 2
EXCLUSIVE USE OF VEHICLE

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

1. Charges will apply to each vehicle 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 Bill of Lading and/or shipping instructions prohibit the breaking of locks or seals for the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph (5).
5. In the event a lock or seal has been removed from a vehicle, the carrier will immediately re-lock or re-seal the vehicle and will notate the accompanying papers with a new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at the instruction of the consignor or consignee.

(Continued on following page)

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ITEM 470 (Continued)

EXCLUSIVE USE AND CONTROL OF VEHICLE AND EXPEDITED SERVICE

6. When the request for exclusive use of vehicle is made by the consignor or consignee after shipment has been receipted for and is in the possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must confirm in writing and guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the Bill of Lading contract. Charges will be assessed as provided in Part 4 charges between the point of origin and points of destination.
7. Stop-off for partial loading or partial unloading will not be permitted on shipments transported under provisions of Part 2.
8. The consignor may not execute the non-recourse stipulation of Bill of Lading.

PART 3
EXPEDITED SERVICE

When the consignor or consignee requests expedited service, the carrier will furnish appropriate equipment, if available, for such service. The term “expedited service” as used herein means that the immediate dispatch of the appropriate equipment, vehicle, or trailer will be made and pickup and delivery will be accelerated and that the shipment will by handled with other than normal dispatch. When expedited service is requested, the Bill of Lading and Shipping Order must be endorsed with the term “Expedited Service Requested” prior to acceptance of the shipment.

(Concluded on following page)

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ITEM 470 (Concluded)

EXCLUSIVE USE AND CONTROL OF VEHICLE AND EXPEDITED SERVICE

PART 4
CHARGES

When the consignor or consignee requests the exclusive use of a vehicle or expedited service, the following provisions will apply:

1. Charges will be computed at the rates and weights applicable to the shipment without reference to this item subject to a minimum charge for 20,000 pounds at the regular class 125 rate.
2. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation of the Bill of Lading may not be executed. (This paragraph is not applicable on shipments moving on government Bills of Lading).

ITEM 480 (Continued)

CUSTOMS OR INBOND FREIGHT

1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of $5.00 per 100 pounds, subject to the minimum charge of $100.00 and a maximum charge of $450.00 per shipment, based on the actual weight or applicable minimum weight whichever is greater. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than 1 trailer, each trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item.
2. Line-haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination, except no beyond line-haul charges will apply when the final destination is located within the terminal area of the point of U.S. Customs clearance.
3. Freight moving INBOND may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving INBOND.
4. Shipments moving under United States Customs Bond will not be accorded stopping-in-transit or split pickup or split delivery privileges.
5. 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.
6. Each I. T. Permit (Immediate Transportation Permit) issued for movement of an IN BOND shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and Shipping Order. The provisions of this paragraph will not apply to VOL or TL shipments moving INBOND between steamship company piers or wharves or when such shipments are delivered to a U. S. Customs Bonded Warehouse.

(Concluded on following page)

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ITEM 480 (Concluded)

CUSTOMS OR INBOND FREIGHT

7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity. On shipments cleared enroute by U. S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
8. Shipments waiting U. S. Customs clearance will be subject to applicable detention charges and storage charges. These charges will be assessed against the party responsible for the line haul charges.
9. When necessary for carriers to purchase and apply “High Security” red inbond seals for shipments moving under U. S. Customs Bond, a charge of $100.00 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of “High Security” red inbond seals.

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ITEM 502 (Continued)

DETENTION - LTL OR AQ SHIPMENTS

This item applies when carrier's vehicles with power units are delayed or detained either on the premises of consignor or consignee or as close to thereto as conditions will permit, subject to the following provisions:

SECTION 1 - GENERAL PROVISIONS

This item applies only to vehicles which have been ordered or used to transport shipments:
Subject to LTL or AQ rates subject to a stated minimum weight of less than 20,000 pounds:
Not subject to shipments which are assessed charges based on provisions of Item 390 (Capacity Loads) or Item 470 (Exclusive Use of Vehicles).

When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.

Nothing in this item shall require a carrier to pickup or deliver freight at hours other than such carrier's normal business hours.

When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.

Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges. If the freight is later tendered for delivery, the charge for redelivery will apply. In such event, detention charges as provided in Section 5 of this item, will immediately become applicable.

When, through no fault of the carrier, the loading or unloading of a vehicle with power unit cannot be completed at the end of a normal business day.

Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 (2) will apply.

(Continued on following page)

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ITEM 502 (Continued)

DETENTION - LTL OR AQ SHIPMENTS

Consignor or consignee may request that the vehicle without power be returned to carrier's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession is subject to storage. When the vehicle is returned to consignor's or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

SECTION 2 - DEFINITIONS

"Loading" - includes the furnishing to the carrier the Bill of Lading or forwarding directions or documents necessary for forwarding of the shipment.

"Unloading" - includes:
Surrender to the carrier of Bill of Lading on shipments billed "To Order".
Payment of lawful charges to the carrier when required prior to delivery of the shipment.
Notification to the carrier that the vehicle is unloaded.
Signing delivery receipt when delivering carrier's agent is present at unloading.

SECTION 3 - COMPUTATION OF TIME

Except as provided in Paragraphs (2) and (3), computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery, except:
When loading or unloading is not completed at the end of such day, time will be resumed

(Continued on following page)

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ITEM 502 (Continued)

DETENTION - LTL OR AQ SHIPMENTS

upon notification by driver to the responsible representative of the consignor or consignee that he is ready to resume loading or unloading.

When loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour, will be excluded from computation of time.

When carrier is permitted to work before or after the normal day, such working time shall also be included.

When consignor tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time. The free time will be increased by 5 minutes for each shipment subject to maximum of 60 minutes additional free time.

When there is more than one payor, charges will be pro-rated on the basis of the weight of each individual shipment. Where single or multiple LTL or AQ shipments subject to LTL or AQ rates exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 4 - FREE TIME

Free Time shall be as follows:

ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP	FREE TIME IN MINUTES PER VEHICLE STOP
Less than 2,500	15 minutes
2,500 but less than 5,001	30 minutes
5,001 but less than 10,001	45 minutes
10,001 but less than 20,000	60 minutes

(Concluded on following page)

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ITEM 502 (Concluded)

DETENTION - LTL OR AQ SHIPMENTS

Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of consignor or consignee, the free time and detention charges will be applied as follows:

If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.

If the charge is requested and made after expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, vehicle will immediately be placed on detention for vehicle without power with no further free time allowed.

SECTION 5 - CHARGES

When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be $50.00 subject to a minimum charge of $105.00

The amounts due carrier under the provisions of this item, shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether line haul charges are prepaid or collect. In the case of import, intercoastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, intercoastal or coastwise shipments, the consignor will be responsible for the charges.

ITEM 540 (Continued)

HIGH COST SERVICE AREA ARBITRARY CHARGE

ARIZONA PICKUP AND DELIVERY CHARGE

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $60.00 per shipment.

85190	85320	85362	85620
85192	85325	85530	85627
85219	85332	85534	86321
85290	85348	85535	86338
85292	85360		

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $100.00 per shipment.

85321	85941	86033	86044	86412	86445	86510	86540
85328	85942	86034	86045	86431	86502	86511	86544
85357	85943	86035	86046	86433	86503	86512	86545
85371	86016	86036	86053	86434	86504	86514	86547
85533	86020	86039	86054	86437	86505	86515	86549
85540	86023	86040	86320	86441	86506	86520	86556
85601	86028	86042	86337	86443	86507	86535	
85930	86030	86043	86411	86444	86508	86538	
85932	86031						

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $150.00 per shipment.

86435

ITEM 540 (Continued)

ARIZONA PICKUP AND DELIVERY CHARGE

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $200.00 per shipment.

85341 85634
85633 86021

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $250.00 per shipment.

85632

DISTRICT OF COLUMBIA PICKUP AND DELIVERY CHARGE

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $3.95 per 100 pounds subject to a minimum charge of $75.00.

Zips: 20000-20099, 20200-20599

NEW YORK CITY AREA PICKUP AND DELIVERY CHARGE

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $14.25 per 100 pounds subject to a minimum charge of $100.00.

Zips: 10001-10299, 10451,10474

OKLAHOMA PICKUP AND DELIVERY CHARGE

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $4.50 per 100 pounds subject to a minimum charge of $65.00.

74701-02
74733

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ITEM 540 (Continued)

TEXAS PICKUP AND DELIVERY CHARGE

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $28.00 per shipment.

75411-13	79701-08
75415-17	79710-14
75420-21	79730-31
75425-26	79733
75428-29	79739-45
75431-37	79748-49
75440-41	79752
75446	79755-56
75448-51	79758-66
75455-57	79768-69
75460-62	79776
75468-71	79778-79
75473	79782-83
75477-78	79788-89
75480-83	
75486-88	
75492-94	
75497	
75686	
76301-02	
76304-11	
76367	

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ITEM 540 (Continued)

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $75.00 per shipment.

75501	76383-85	79001-03	79072-73
75503-05	76389	79005	79077
75507	76426-27	79007-11	79079-81
75550-51	76431	79013-14	79083-88
75554-74	76438	79018	79090
75599	76450	79022	79093-96
76073	76458-60	79024	79201
76225	76481	79027	79222-27
76228	76483	79029	79230
76230	76491	79033-35	79233
76239		79040	79237-40
76251		79043-44	79245
76255		79046	79247
76265		79051	79248
76270		79054	79251
76351-52		79056-57	79252
76354		79059	79255
76357-60		79061-63	79257
76363-66		79065-66	79259
76369-74		79070	79261
76377			79325
76379-80			79529

ITEM 540 (Concluded)

TEXAS PICKUP AND DELIVERY CHARGE
(BIG BEND AREA)

Shipments picked up at or delivered to the following zip codes will be subject to an additional arbitrary charge of $13.00 per 100 pounds subject to a minimum charge of $160.00.

Zips:
79718-19
79734-35
79754
79770
79772
79777
79780-81
79785-86
79830-32
79834
79837
79842-43
79845-48
79850-52
79854-55

ALL OTHER HIGH COST PICKUP AND DELIVERY CHARGES

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CALIFORNIA COMPLIANCE SURCHARGE

Shipments originating from and /or destined to the state of California will be subject to a charge of $19.00 per shipment, in addition to all other applicable charges.

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DELIVERY AND UNLOADING AT PIERS OR WHARVES

Except as otherwise provided, rates in tariffs governed by this tariff include one delivery and unloading or one tender for delivery of a shipment by the carrier unless prohibited by the port authority at one place, subject to the following provisions:

SETTING OF VEHICLE OR VEHICLES:

The delivery of a shipment by the carrier to the place of delivery will include the setting of the vehicle or vehicles at the delivery site designated.

UNLOADING:

a) Except as provided in paragraph b), articles in a single container, packing or shipping form weighing less than 100 pounds, will be unloaded at the expense of the carrier. Articles in a single container, packing or shipping form weighing 100 or more shall be unloaded by or at the expense of the shipper or consignee. If the shipper or consignee does not elect to perform the service of unloading, same will be performed by the carrier at an additional lift or unloading charge of $3.40 per 100 pounds, subject to minimum charge of $148.00 per shipment such charges to be in addition to all other charges accruing to the shipment. When unloading arrangements have been made by the shipper or consignee, its representatives or agents, other than the motor carrier, the following notation must be placed on the Bill of Lading by the shipper: 'Arrangements for unloading at piers or wharves made directly by the shipper or consignee.'

b) Articles which because of their weight, size or means of packaging, cannot be handled by ordinary equipment and require the service of a crane or other special equipment to unload, such service shall be performed by the consignee, unless the carrier is instructed to perform this service, which service shall be performed at an additional charge equal to the exact expense incurred by the carrier for such unloading.

PICKUP AND LOADING AT PIERS OR WHARVES

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading of a shipment by the carrier at one place, subject to the following provisions:

SETTING OF VEHICLE OR VEHICLES:

The carrier will furnish and set a vehicle or vehicles at the designated loading site.

LOADING:

a) Except as provided in paragraph (b), articles in a single container, packing or shipping form weighing less than 100 pounds, will be loaded at the expense of the carrier. Articles in a single container, packing or shipping form weighing 100 pounds or more shall be loaded by or at the expense of the consignor. If the consignor does not elect to perform the service of loading, same will be performed by the carrier at an additional lift or loading charge of $3.40 per 100 pounds, subject to a minimum charge of $148.00 per shipment, such charge to be in addition to all other charges accruing to the shipment.

b) Articles which, because of their weight, size or manner of packaging, cannot be handled by ordinary equipment and require the service of a crane or other special equipment to load, shall be performed by the shipper, unless the carrier is instructed to perform this service, which shall be performed at an additional charge equal to the exact expense incurred by the carrier for such loading.

ITEM 560 (Continued)

EXTRA LABOR-LOADING OR UNLOADING (NOTE E)

When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge will be $100.00 per hour per man with a minimum charge of $305.00 per man. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (NOTES A and C) if the extra labor is used for loading, and against the consignee (NOTES B and D) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.

Carrier's records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used.

Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.

Identification of vehicle tendered for loading or unloading.

Number of extra men used and the number of hours or days each such man was used.

The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

NOTE A – Consignor, as used in this item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be original consignor, or warehouseman, or a connecting air, motor, rail, or water carrier with which the carrier does not maintain joint through rates, or other person to whom the Bill Of Lading is issued.

NOTE B – Consignee, as used in this item, means the party to whom the carrier is required by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof,

(Concluded on following page)

ITEM 560 (Concluded)

EXTRA LABOR-LOADING OR UNLOADING (NOTE E)

at destination or any stop-off points, whether it be ultimate consignee, or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated on the Bill of Lading.

NOTE C – Charges for extra labor for loading shall be assessed against the consignee, if requested by the consignee and so noted on the delivery receipt copy of the freight bill.

NOTE D – Charges for extra labor for unloading shall be assessed against the consignor if requested by the consignor and so noted on the Bill of Lading.

NOTE E – The provisions of this item are not applicable on Sundays or Holidays.

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HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE (INSIDE PICKUP/DELIVERY)

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service).

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier.

Service provided under this item will be assessed a charge of $11.00 per 100 pounds subject to a minimum charge of $110.00 per shipment and a maximum charge of $1,100.00 per shipment or per vehicle, if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery or they are stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed. The charges provided in this item will be in addition to all other lawful charges and, unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U. S. Government.

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EXPLOSIVES, DANGEROUS ARTICLES AND HAZARDOUS MATERIAL HANDLING

When articles requiring placarding and/or special handling in compliance with tariff ATA III Series or Local, State or Federal Law rules or regulations, a charge of $45.00 per shipment will apply.

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IMPRACTICABLE OPERATIONS

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

the condition or roads, streets, driveways, alleys or approaches thereto;
inadequate loading or unloading facilities;
riots, acts of God, the public enemy, the authority or law, the existence of violence or such possible disturbance as tending to create reasonable apprehension of danger to persons or property.

LIABILITY - PUBLISHED TRANSIT TIMES

Southwestern Motor Transport, Inc. will make a diligent and concerted effort to at least meet our published transit times on every shipment tendered for transportation. In those instances where the transportation of an individual shipment does not meet our published transit times, however, Southwestern Motor Transport, Inc. will not be liable to the shipper, consignee or their agents for any and all direct or incidental damages or costs claimed to result from this failure to meet the transit times.

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LIFTGATE SERVICE

When a carrier upon request of the consignor or consignee provides a vehicle with devices attached for loading or unloading, a charge of $7.25 per 100 pounds will apply for loading and a charge of $7.25 per 100 pounds will apply for unloading, subject to a minimum charge of $104.00. Such charges will be in addition to all other applicable charges. (See Note).

Note: Charges may be waived by carrier if liftgate equipment is used in the normal daily operations in the city for pickup or delivery.

ITEM 575 (Continued) **LIMITATION OF CARRIER LIABILITY**

This item describes SMT's liability for cargo loss and damage claims and the limitations that apply to that liability. SMT's limitations of liability will vary depending on the characteristics of the goods shipped. SMT offers its customers options for selecting higher limits of liability in exchange for additional charges. In order to limit their liability for loss or damage on a shipment, customers are encouraged to review this item carefully and to evaluate all options, including the purchase of insurance from independent insurers.

SMT's liability for cargo loss and damage begins upon signing the receipt or bill of lading for goods it receives for transportation and ends when delivery is completed or when cargo is tendered for delivery. Any observed external damage or loss must be reported at time of delivery. Consignee may not open nor unpack freight until after signing the delivery receipt, which releases SMT from any and all liability. Notations/wording such as "Subject to Inspection" shall be deemed to indicate a "clear delivery".

SMT shall not be liable for any loss, damage, or delay caused by an act of God, the public enemy, the governing authorities, the inherent vice of the goods, or the act or default of the shipper, riots or strikes, any related causes, or any other cause recognized by law relieving the Carrier's liability.

In no case shall SMT be liable, and hereby disclaims responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, economic loss, penalties, lost profits, fees, interest, or charges of any kinds arising from any freight claim filed hereunder.

It is the responsibility of the shipper/consignor to ensure that proper packaging is used and that contents of packages are adequately and securely packaged, wrapped, and cushioned for transportation. Carrier is not liable when loss, damage, or destruction is caused by insufficient or improper packaging, securing, marking, or labeling of the goods. Articles must be packaged by the shipper in a box, crate, or other protective material that effectively provides protection from damage to the articles contained therein caused by conditions normally and customarily expected during transport by motor carriers. Carrier will not be liable for cargo loss or damage claims unless the shipment meets or exceeds the packaging requirements as provided for in the current NMFC 100 series.

SMT will investigate and dispose of cargo loss and damage claims as set forth in 49 C.F.R. Part 370, and NMF 100 Series, Items 300100 through 300170.

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ITEM 575 (Continued)

LIMITATION OF CARRIER LIABILITY

General Limitation:

Whether applicable to new, used, or reconditioned articles, and regardless of NMFC released, declared or actual value provisions, Carrier's liability for any loss or damage of freight shall not exceed the lowest of the following:

1) The actual cost of the goods supported by a certified copy of the original invoice.

2) The cost to replace or repair the lost or damaged goods.

3) The lowest limited liability amount specified in the Bill of Lading, the NMFC classification guide, any applicable contract governing the shipment, any applicable limitation of liability established by any law of Canada or Mexico.

4) Except as provided in the Full Value Coverage section below, for NEW articles (NOTE A) $5.00 per pound per package subject to a $100,000.00 maximum.

5) Except as provided in the Full Value Coverage section below, for USED or RECONDITIONED articles (NOTE B) $0.50 per pound per package subject to a $10,000.00 maximum.

Full Value Coverage:

This section describes options available to customers who desire liability coverage in excess of those limitations described above. Customers should review this section carefully to understand their options for increased liability coverage.

Any effort to request insurance or declare a value in excess of the maximum allowed in this tariff is null and void. The acceptance for carriage of any shipment bearing a request for insurance or a declared value in excess of the maximum allowed does not constitute a waiver of any provisions of this item as to such shipment. Shipments that are inadvertently accepted that exceed these limits will be capped at the maximums established herein and any applicable charges will be accessed accordingly.

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ITEM 575 (Concluded) **LIMITATION OF CARRIER LIABILITY**

If shipper desires to tender a shipment requiring Carrier liability in excess of the amount determined by the provisions above, and if carrier agrees to handle such shipment, the shipper must indicate in writing on the Bill of Lading, at the time of shipment, the declared or released value of the goods being shipped, The shipper must specifically request Full Value liability coverage on the face of the Bill of Lading, in a clearly visible and legible manner, in print or type at least 1 in in height, as follows;

"$_____ FULL VALUE COVERAGE is required."

Merely declaring a value on a Bill of Lading without following the other procedures herein will not qualify the shipment for Full Value Coverage. Shipper may not request Full Value Coverage after goods are tendered to Carrier.

The maximum Full Value Coverage amount is limited to $25.00 per pound per package subject to a $100,000.00 maximum for NEW articles and $5.00 per pound per package with a $10,000.00 maximum for USED articles. Full Value Coverage will not exceed full actual value of goods lost or damaged in transit.

Carrier will assess an additional charge of $3.00 per each $100.00 of value in excess of the maximum liability per General Limitations set forth above, with a minimum charge of $70.00. Such charge is in addition to lawful freight charges. Charges are to be paid by the party responsible for payment of freight charges.

NOTE A: Cargo is considered NEW only if (a) it is tendered for transportation directly from the manufacturing facility, and (b) it remains in its original box, carton, or shipping container, and (c) it has never been removed from the manufacturer's original packaging.

NOTE B: All cargo not considered NEW under the definition in NOTE A is considered USED, even if it has not been used for its intended purpose. If a commodity has been reconditioned, refurbished, rebuilt, or remanufactured it is considered a used commodity for purpose of this item, even if it is being shipped in original packaging, or packaging similar to the original. USED cargo also includes articles of household goods, personal effects, internet auction items, display or demonstration models. Failure of the shipper to describe articles as USED on the original Bill of Lading will not affect the application of this note.

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OFFSETTING OF FREIGHT CHARGES

Claims and claim amounts made against the Carrier (whether filed or not), may not be offset by shipper, consignee, or payer of freight charges otherwise owed to the Carrier.

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ITEM 578 (Continued)

LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE
(SEE NOTES)

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:

1. At time of shipment, the consignor must endorse on the Bill of Lading and the shipping order:
   a) Loaded by consignor;
   b) To be unloaded by consignee; or
   c) Loaded by consignor and to be unloaded by consignee, as the application of specific rates may require. (NOTE A)
2. The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense without any assistance from the carrier. The carrier's employee and power unit are to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading, but will render no assistance in loading or unloading.
3. The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring, or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper. The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded by shipper, and/or consignee as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee. Otherwise the rate will not apply, and rates otherwise published will be assessed.

(Concluded on following page)

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ITEM 578 (Concluded)

LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE (SEE NOTES)

5. In the event the shipment is stopped off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.
6. If the consignor or any party tendering any portion of the shipment refuses to perform the loading, or if the consignee or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

NOTE A – When the Bill of Lading and shipping notation as required in this item are inadvertently omitted, shipper and/or consignee must furnish the carrier with proof satisfactory to the carrier within 60 days of delivery that loading and unloading was actually performed in accordance with the provisions of this item except for the absence of the notation required in (1).

NOTE B – When the Carrier's driver or representative is not allowed to be present during (or witness) the unloading process to verify damages or shortages, the Carrier shall be relieved from claims liability.

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ITEM 579

LUMPER PROCESSING FEE

When the Carrier is required to acquire or utilize any outside service to load and/or unload freight from and/or to the Carrier's vehicle, the Carrier will not absorb any charges or fees associated with acquiring or utilizing said outside service. The Carrier will be reimbursed for any expenses, charges, or fees assessed by said outside services.

In addition to all other charges, a $30.00 fee for administrative purposes will apply.

Such expenses, charges, or fees will be in addition to all other lawful charges and will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee, or third party.

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ITEM 580 (Continued)

MARKING OR TAGGING FREIGHT - LTL OR AQ

1. Except as otherwise provided for in this item, when shipments are released to a carrier with instructions to prepare a Bill of Lading, or where Bill of Lading is prepared by the owner of the goods and supplied to the carrier, the carrier will tag the freight to conform with NMFC Item 580, subject to the charges shown in (6).

IMPORT FREIGHT MOVING IN BOND (NOTE A)

2. Import shipments of LTL or AQ freight, when forwarded in bond, which upon delivery to the carrier at the Port of Entry, bear blind, or abbreviated markings, shall be marked with red label or tag of the U. S. Government to show the following information, which will be considered in full compliance with NMFC Item 580.
Transportation Entry No.
From (Station)
To (Destination)
NOTICE—This package is under bond, and must be delivered intact to the Chief Officer of the United States Customs at
3. Shipments marked in accordance with (2) will be subject to a charge of $4.50 per label or tag, minimum charge per shipment of $63.00 when prepared and/or applied by the carrier.
4. Any additional marking required by the shipper, if performed by the carrier, will be charge for at the same rate as provided in (6).

FREIGHT NOT MOVING IN BOND

5. On Import, Coastwise or Intercoastal traffic and on shipments received at steamship piers, which upon delivery to carrier or its agent at the Ports of Entry, bear blind or abbreviated markings, will if necessary for proper identification, after completion of Custom' formalities, be marked in conformity with NMFC Item 580. When marking is done by an employee of the carrier or other party acting as agent for the carrier, the charge for such marking will be as provided in (6), which
charge, unless paid by the carrier or its agent, as listed above, at the Port of Entry, will follow as an advance charge against the shipment.

(Concluded on following page)

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ITEM 580 (Concluded)

MARKING OR TAGGING FREIGHT - LTL OR AQ

CHARGES
APPLIES ONLY TO THE EXTENT AUTHORIZED IN (1), (4), OR (5)

6. Where the owner of the goods supplies the carrier with prepared labels or tags to be affixed to individual packages or pieces of freight, a charge of $4.50 per label or tag, minimum charge per shipment of $63.00 will be assessed for affixing to packages or pieces.
7. Where the carrier is not supplied with prepared labels or tags to be affixed to individual packages or pieces of freight, carriers will mark, label or tag the freight, and assess a charge of $9.75 per package or piece so marked, labeled or tagged, minimum charge per shipment of $85.00.

NOTE A – THE MARKING OR LABELING CHARGE WILL NOT BE APPLICABLE WHEN THE VEHICLES ARE LOADED TO VISIBLE CAPACITY AND SEALED WITH A RED IN BOND CUSTOM SEAL.

BLIND SHIPMENTS

SMTL does not handle blind shipments.

If a shipment is tendered to SMTL on a bill of lading requesting this service, those instructions will have no effect and SMTL will not execute the request nor ensure the confidentiality of the transaction.

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MAXIMUM CHARGES

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

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MAXIMUM WEIGHTS – TL OR VOL

Except as specifically provided in individual items, TL or VOL provisions subject to maximum weight restriction, will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of a shipment in excess of a stated maximum weight shall be rated as a separate shipment.

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MINIMUM CHARGE - ABSOLUTE

Minimum charges as shown in SMTL 50002 effective JANUARY 5, 2026 will apply with applicable pricing and in no case will minimum charge be less than:

Points serviced direct by SMTL - $125.00
Points not serviced direct by SMTL - $152.00
Points in Canada - $192.00
Points serviced direct by SMTL for Texas intrastate - $102.00

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MINIMUM CHARGE – HOUSEHOLD GOOD OR PERSONAL EFFECTS

The minimum charge for an LTL shipment of Household Goods or Personal Effects, as described in NMFC Items 100240 and 100250, will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination in which the traffic is moving, and must be prepaid.

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ITEM 611-1 (Continued)

DENSITY MINIMUM CHARGE (NOTE)

SUBJECT TO THE CONDITIONS LISTED –

1. Any shipment which occupies 350 cubic feet or more cubic capacity, and has an average density of less than 3 pounds per cubic foot, will be subject to a minimum charge as follows; or
2. Any shipment which occupies 750 cubic feet or more cubic capacity, and has an average density of less than 6 pounds per cubic foot, will be subject to a minimum charge as follows.

A calculated weight shall be determined by multiplying the cubic capacity of the shipment by 6 pounds for each cubic foot or portion thereof.

Multiply the calculated weight by the class 125 rate from the current SMT 500 base class rate.

Apply the customer published discount. No other allowances or reductions will be allowed. Class exceptions and FAKs will not apply.

CONDITIONS:

1. When this item has application, the freight bill will indicate both the actual weight and the calculated weight upon which the minimum charge will be assessed.
2. Shipments subject to the provisions of this item will be subject to any otherwise applicable discounts.
3. The minimum charge applicable via this rule will not be greater than the TL or capacity load charge (See Item 390) per vehicle used.
4. The cubic capacity of the shipment will be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with NMF 100 Series, Item 110, Section 8(a) and (b), except a vertical dimension of 96 inches shall be used to determine the cube of the individual shipping unit(s) when top loading of like cargo is precluded because of: A) the nature of the article; B) packaging or lack of packaging used; C) palletization in “pyramided, “ “rounded off,” or “topped off” fashion, and/or D) specific instructions by the shipper in the form of a Bill of Lading notation. For the purpose of applying this item, if more than one shipment is tendered by one shipper at one time of pickup, destined to the same consignee at one address, all shipments will be considered as one shipment for the application of cube or density requirements.
5. The density of each packaged unit will be determined in accordance with NMFC 100 Series, Item 110, Sections 8 (a) and (b).

(Concluded on following page)

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ITEM 611-1 (Concluded)

DENSITY MINIMUM CHARGE (NOTE)

NOTE—The terms **"LOADED TO CAPACITY" OR "CAPACITY LOAD"** refer to the extent to which a vehicle is loaded with the freight, each term meaning:

1. The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation from other freight requires the entire capacity of a vehicle; or
2. That shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle; or
3. That quantity of freight which, in the manner loaded so fills a vehicle that no additional article in that quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

LINEAR FOOT RULE

Unless otherwise provided in advance of the shipment's movement with a Volume/Spot quote from the carrier, when a shipment or portion thereof occupies greater than 12 foot of trailer space, or 10,000 pounds of weight, or both, or prevents the safe loading of like freight in or on such trailer (subject to Carrier's determination) that shipment shall be subject to a minimum charge based on the following:

Rate Base	SMT500 in effect on shipment date
Class	Class 65
Rating Weight	20,000 pounds
Discount	80%

Note 1: For the purpose of applying this rule and charge, when two or more shipments are tendered to the Carrier from the same place, during one calendar day, for delivery to one place, they will be considered one shipment.

Note 2: See item 611-1 for shipments of 750 cubic feet or greater with an average density of less than 6 pounds per cubic feet that occupy less than 24 linear feet.

Note 3: See item 994 for Over Dimension Articles 8 feet or greater.

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ITEM 640 (Continued)

MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY

1. The Bill of Lading must specify each separately-classified or rated articles by class rating group and total weight of each separately-classified article.

2. If a shipment containing commodities of more than one class is inspected, and the inspection determines that the Bill of Lading information does not accurately describe those commodities and classes, the shipment will be rated per Paragraph 4 below, based on the density of the total shipment as determined using the inspected weight and dimensions.

3. When shipments contain commodities which, according to the NMF 100 Series, have density-driven classifications within the same piece, package or shipment, the entire shipment will be rated per Paragraph 4 below, based on the density of the total shipment as determined using the actual weight and dimensions.

(Concluded on following page)

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ITEM 640 (Concluded)

MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY

4. Carrier, at its option, when a Bill of Lading does not meet the requirements of NMF 100 Item 250100 such that it does not provide a NMFC item, commodity description, or freight class, the shipment will be, upon further measurement/review, rated at the applicable class shown below based on the density of the total shipment. Density will be calculated utilizing the total weight of the shipment divided by the total cubic feet of the entire shipment.

Minimum Average Density (in pounds per cubic foot)	Rated Class
50	50
35	55
30	60
22.5	65
15	70
13.5	77.5
12	85
10.5	92.5
9	100
8	110
7	125
6	150
5	175
4	200
3	250
2	300
1	400
Less than 1	500

5. When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest-classed article contained in the mixed freight comprising the shipment.

NOTIFICATION PRIOR TO DELIVERY - SHIPMENTS REQUIRING

When LTL or AQ shipments are tendered for delivery with the request that the consignee be notified by telephone on arrival, a charge of $44.50 per shipment will be assessed, such charge to be in addition to all other lawful and legal charges.

ORAL CONTRACT DISCLAIMER

Except as otherwise provided in this Item, all freight tendered to Southwestern Motor Transport, Inc., will be transported subject to the rates, rules and regulations provided in applicable tariffs on file at Southwestern Motor Transport Inc. Corporate Offices. Such tariff rates, rules and regulations may not be negated or superseded by any claimed oral contract, promise, representation or understanding between the parties.

Rates, rules, or regulations negotiated with a shipper which are not contained in any applicable common carrier tariff at the time of such negotiation will become effective only upon either (a) the effective date of a common carrier tariff containing such rates, rules or regulations or (b) the execution of a written contract between Southwestern Motor Transport, Inc. and shipper containing such rates, rules or regulations and, where applicable, filed with any federal or state regulatory agency.

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PALLET EXCHANGE OR RETURN THEREOF

Unless otherwise indicated in tariffs referring to this tariff, pallet exchange or return of pallets will not be allowed. If the shipper requires return of pallets, the appropriate NMFC rating and shippers pricing will apply.

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PALLET RATES-APPLICATION

1. Rates and charges are dependent on the price per pallet named in Tariffs or Contracts. All supporting correspondence and documentation shall be limited to pallets or skids.
2. Shipments tendered to Carrier must be shipped on pallets or skids for the pallet rate to apply.
3. Carrier will only be responsible for the number of pallets not the number of pieces.
4. Shipper must load and consignee must unload the pallets or skids.
5. Pallets may not exceed 48 inches in length 48 inches in width or 52 inches in height.
6. Pallets that exceed the dimensions listed above will be rated as an additional pallet(s). The additional pallet charge will be applied multiple times if the pallet exceeds the above measurements in multiple dimensions, or multiple increments or fractions thereof.
7. Pallets that exceed the maximum weight stated in Tariffs or Contracts will be rated prorationally based on the actual pallet weight divided by the maximum allowed pallet weight.
8. Items 6 and 7 above will be applied cumulatively on over-sized/over-weight pallets.
9. Fuel Surcharge will be assessed in addition to the price per pallet.
10. Any accessorial services required are not included in the price per pallet.
11. If the above guidelines are not adhered to Carrier will rate the shipment as a LTL class rated shipment.

Oversize Pallet Charge-Examples

1. If a single pallet shipment measures 48 inches in length, 48 inches in width, and 72 inches in height, ONE additional pallet rate charge will be accessed for the excess height.
2. If a single pallet shipment measures 120 inches in length, 48 inches in width, and 52 inches in height, TWO additional pallet rate charges will be accessed for the excess length.
3. If a single pallet shipment measures 120 inches in length, 48 inches in width, and 72 inches in height, FIVE additional pallet rate charges will be accessed-two over length and three over height.

ITEM 750 (Continued)

PICKUP OR DELIVERY SERVICE (SEE NOTES B AND C)

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours (See Item 756 series for Pickup or Delivery Service - Saturdays, Sundays, or Holidays) at one site, subject to the following provisions:

PLACE OF VEHICLE FOR LOADING:

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pickup a shipment there tendered for transportation.

PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of vehicle at the delivery site designated by the consignee.

LOADING BY CARRIER: (SEE NOTE D)

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (See Note A). (See Item 566 for handling freight at positions not immediately adjacent to vehicle).

Carrier will furnish only one man per vehicle for loading, be he the driver, helper or any other carrier employee except as provided in Item 560 (Extra Labor-Loading).

UNLOADING BY CARRIER: (SEE NOTE D)

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See Note A) (See Item 566 for handling freight at positions not immediately adjacent to the vehicle).

Carrier will furnish only one man pre vehicle for unloading, be he the driver, helper or any other carrier employee except as provided in Item 560 (Extra Labor-Unloading).

(Continued on following page)

ITEM 750 (Continued)

PICKUP OR DELIVERY SERVICE
(SEE NOTES B AND C)

RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (NOTE D)

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight, except as provided in Paragraphs b and c.

Loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated Pallet jacks (non-riding type) when furnished by the consignor or consignee.

Loading or unloading service does not include opening of packages or unitized shipments including shrink wrapped or bonded freight on pallets or skids.

LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (SEE NOTE D)

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

UNATTENDED DELIVERY:

SMT does not offer unattended delivery service. For delivery of a shipment to be completed the consignee, or legal representative of the consignee, must be present and available to accept the shipment and sign for it's receipt.

(Continued on following page)

ITEM 750 (Continued)

PICKUP OR DELIVERY SERVICE
(SEE NOTES B AND C)

HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING: (SEE NOTE D)

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipments:

Weighs 110 pounds or less, the carrier will perform the loading and/or unloading.

Weights more than 110 pounds, but less than 500 pounds.

The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension – See Paragraphs (b) 2 and (d). When the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight

exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or

if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver, or request, will assist the consignor and/or consignee in loading and/or unloading.

Weighs 500 pounds or more, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading and/or unloading.

Exceeds 8 feet in its greatest dimensions or exceeds 4 feet in each its greatest and intermediate dimension the consignor will perform the loading and the consignee will perform the unloading. On request of the consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2 of this item.

(Continued on following page)

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ITEM 750 (Continued)

PICKUP OR DELIVERY SERVICE
(SEE NOTES B AND C)

SHRINK WRAPPED PALLETS

A. General

Shipments tendered to SMTL on a plastic shrink wrapped pallet/skid, shall be signed for as shrink wrapped skid(s), shrink wrapped pallet(s), SWS, SWP, SWS STC or SWP STC. When a plastic shrink wrapped skid is delivered to the consignee intact, with the plastic shrink wrap unbroken, SMTL shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed. Pallets are only considered to be not intact at time of delivery if there is a written exception indicating the number of pallets and that they are not intact. The driver will sign only for the number of pallets not the number of pieces. A driver's signature that purports to sign for a number of pieces shall be ineffective to establish that SMTL actually received that number of pieces.

B. Delivery to Service Distribution Centers or Businesses Requiring Unattended Unloading at Delivery

All shipments to distribution centers or businesses where drivers are prohibited from participating in any unloading services, including but not limited to Amazon.com, Costco, Sam's Club, or Wal-Mart distribution centers, or Wal-Mart retail locations, must be palletized and shrink wrapped for unattended unloading at delivery. Shipments accepted as pieces tendered on pallets and transported on pallets by SMTL will be tendered for delivery on pallets with shrink wrap intact. Subsequent shortage or damage claims will not be accepted if shrink wrap was intact and the correct number of pallets were delivered. The delivery receipt must have a notation of pallets not intact or the freight will be considered intact.

(Continued on following page)

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ITEM 750 (Concluded)

NOTE A:
Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk.
If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.
When two or more shipments are placed by the shipper as close as practical to a parking space suitable for carrier to place its vehicle for loading, all of such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers.
When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all such assigned spaces are as close as practicable to a parking space suitable and designated spaces will be considered immediately adjacent to such parking space.

NOTE B: The provisions of this item will not apply to the extent provisions are published in other Items herein.

NOTE C: For the purpose of providing pickup or delivery services, carrier will furnish only one (1) vehicle except:

Subject to rules covering Capacity Loads, or if freight tendered exceeds the legal or actual loading capacity of the vehicle furnished, where, in either event, the excess may be loaded in a separate vehicle, or,

When carrier exercises its option under Item 900 (stopoffs for loading or unloading), or,

Where other tariff provisions specifically provide for the use of more than one vehicle.

NOTE D:

1. Loading, by definition in this item includes stowing and counting of the freight in or on the carrier's vehicle.

   Unloading, by definition in this item, includes the counting and removing of the freight from the position in which it is transported in or on the carrier's vehicle.

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PICKUP OR DELIVERY SERVICE AFTER HOURS

Any pickup or delivery, made at the request of the shipper or consignee, to be made after 6:00 PM and/or before 8:00 AM, Monday thru Friday will be considered (After Normal Weekday Hours of Service) and will be subject to the conditions specified below:

After normal weekday hours from 6:00 PM until 8:00AM will be subject to an extra charge of $135.00 per man hour or fraction thereof, subject to a minimum charge of $500.00, for the total time to complete the Pickup or Delivery.
These charges must be guaranteed by the party requesting this service or guaranteed to the satisfaction of the carrier before pickup and/or delivery will be made.
Execution of Section Seven of the Bill of Lading will not apply when shipments are moving under the provisions of this rule.
In the event Carrier is required to make a pickup after 6:00 PM and to also make a delivery to consignee before 8:00 AM, carrier will assess a charge of $135.00 per man hour for the Pickup and an additional $135.00 per man hour perform the special delivery, subject to a minimum charge of $500.00.
NO discount or reduction will apply to these special prices.

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PICKUP OR DELIVERY – PRIVATE RESIDENCES (SEE NOTE 1)

Shipments picked up at or delivered to Private Residences, Apartments, Dormitories, or Camps (other than military), hereinafter referred to collectively as "residential", will be assessed a charge of $8.00 per cwt. with a $115.00 minimum.

Service under this item will be provided to floors above or below the level accessible to carrier's vehicles only when elevator or escalator service is available, and labor when necessary to operate same is provided without cost to the carrier.

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party whose location requires such service, except such charges for shipments moving on Government Bills of Lading will be collected from the U. S. Government.

NOTE 1 – The term "Private Residences" shall apply 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 merchandise or services to the walk-in public during normal business hours.

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ITEM 754 (Continued)

PICKUP OR DELIVERY – LIMITED ACCESS LOCATIONS

Shipments picked up at or delivered to a limited access location will, in addition to all other applicable charges, be subject to a charge of $100.00 per shipment.

The term LIMITED ACCESS LOCATION includes but is not limited to the following:

Airport Property	Hotels or Resorts
Amazon Fulfillment Centers	Individual (mini) storage units
Animal Hospitals	Libraries
Aquariums	Marinas
Auctions	Military Bases or Installations
Banks	Mine Sites
Camps, Resorts or Spas	Movie Theaters
Campgrounds or RV Parks	Museums
Car Washes or Dealerships	National or State Parks/Reservations
Casinos	Native American Reservations
Cemeteries or Funeral Homes	Nurseries
Churches or Places of Worship	Nursing Homes
Construction Sites (Note 1)	Post Offices or USPS Processing/Distribution Centers
Country Clubs or Golf Clubs/Courses	Prisons, Jails or Detention Centers
Courthouses	Railroad Yards
Dams	Ranches, Orchards, or Vineyards
Fairs, Carnivals or Amusement Parks	Restaurants, Bars, or Night Clubs
Farms or Ranches	Shopping Malls/Strips
Firehouses or Police Stations	Schools (PreK-12), Day Cares, or Universities
Flea Markets	Utility Sites (Note 2)
Gas Stations	Wind or Solar Farms
Government Facilities	Zoos
Hospitals/Medical or Dental Clinics	Non-Standard Equipment (Note 3)

Commercial establishments not open to the walk-in public during normal business hours

NOTE 1 – The term “Construction Site” shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

ITEM 754 (Concluded)

PICKUP OR DELIVERY – LIMITED ACCESS LOCATIONS

NOTE 2 - The term “Utility Site” shall be defined as a power generation station, whether nuclear, thermal, hydroelectric, solar, or fossil fuel, or pumping station, or waste water treatment facility, located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.

NOTE 3 - The term “Non-Standard Equipment” refers to special equipment such as a straight truck. This item applies when the customer request freight be picked up or delivered on a straight truck or when SMT determines non-standard equipment is required to complete the pickup or delivery.

PICKUP OR DELIVERY – GROCERY WAREHOUSES

Shipments picked up from or delivered to a grocery warehouse or warehouse distribution facility that specializes in the storage or distribution of food and beverages will be assessed a surcharge of $7.00 cwt subject to a minimum charge of $55.00 per shipment and a maximum charge of $325.00 per shipment.

This surcharge will be in addition to all other rates and charges applicable to the shipment.

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PICKUP OR DELIVERY SERVICE - SATURDAYS, SUNDAYS OR HOLIDAYS (SEE NOTE)

When consignor or consignee requests carrier to pickup or deliver freight on Saturdays, Sundays or Holidays, such service will be subject to a charge of $135.00 per man per hour or fraction thereof, subject to a minimum charge $500.00 per man per day, such charge shall be in addition to all other applicable charges.

Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery, as the case may be.

Consignor or consignee may request carrier to place or pickup an empty trailer (Vehicles Without Power Units) on Saturdays, Sundays or Holidays even though the actual pickup and/or delivery of freight may occur on a day other than Saturdays, Sundays or Holidays. The charge for this service will be $500.00 per day or fraction thereof.

The carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or Holidays. If a delivery date is specified on the Bill of Lading and shipping order and it is a Saturday, Sunday, or a Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.

Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

When consignor or consignee or his agent performs loading, unloading or movement of a vehicle within the plant property of the consignor or consignee on a Saturday, Sunday or Holiday in connection with a vehicle which had previously been placed on a day which is neither a Saturday, Sunday, or Holiday, the charges in this item will not apply provided that neither the carrier nor his agent is required to perform any service in connection therewith.

NOTE: When the service as described in this item is performed at the convenience of the carrier, the charges named herein will not apply.

PRECEDENCE (PRIORITY) OF RULES

Where a rule is published in this tariff covering the same service as a rule published in National Motor Freight Classification ICC NMF 100 Series, such rule published herein, to the extent of its application, will apply in lieu of the rule published in National Motor Freight Classification ICC NMF Series.

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DISPOSITION OF FAILURE TO MAKE PAYMENT OF FREIGHT CHARGES

Freight charges that are not paid within the credit period established for the debtor will be subject to the following provisions.

1) Finance charges will be assessed on all unpaid freight bills at a rate of 18% per annum. Finance charges will accrue from the freight bill due date to the date payment is received by the carrier. If the finance charge interest rate provided for herein is found to be usurious, then the maximum interest rate allowed under applicable usury laws will be the chargeable interest rate.
2) If collection action results in the use of an outside collection agency and/or an attorney, the debtor will also be liable to carrier for collection fees in the amount of 50% of the remaining freight bill amount due carrier. This fee is in addition to the charges in 1) above.
3) Should carrier file suit to collect freight charges, the debtor will also be liable to carrier for court costs and attorney fees. These charges are in addition to the any applicable charges in 1) and 2) above.
4) At carrier's discretion, any credits or refundable amounts due debtor will be applied to offset delinquent freight charges.
5) Any suit arising from the payment and or collection of carrier's freight charges shall be filed in the state of Texas.

LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of freight charges past and present. The lien granted by this item shall be in addition to any and all liens and security interests arising under applicable statutory or common law.

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INSOLVENCY

All existing agreements, including those related to pricing and credit, between carrier and the debtor party responsible for payment of freight charges, shall be immediately cancelled by the carrier upon the occurrence of any of the following events.

1) Debtor ceases doing business or an unofficial or de facto cessation thereof.
2) Debtor makes a general assignment for the benefit of creditors.
3) Debtor becomes insolvent.
4) Debtor files any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law for relief of debts.
5) An involuntary bankruptcy petition is filed against the debtor.
6) A receiver or trustee is appointed to take possession of the debtors' property.

THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the collection of freight charges. Carrier will invoice shipper's/consignee's broker, bank or other agent for freight charges. Carrier 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 the third party billing.

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

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CREDIT CARD HANDLING FEE

A fee of 2.5% of the total freight charges paid will be added to the total charges to be paid upon processing the credit card payment. This charge will not be shown on the freight bill but will be added when the credit card payment is processed.

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PAPER INVOICE SERVICE

A fee of $1.00 per shipment will apply on shipments requiring a paper invoice.

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ITEM 775 (Continued)

PROHIBITED OR RESTRICTED ARTICLES

SEC 1: PROPERTY EXTRAODINARY VALUE.

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

Bank bills
Notes (bank)
Currency, other than coin (See Note 1)
Original works of art (See Note 4)
Deeds
Postage Stamps
Drafts
Precious Stones
Jewelry, other than costume or novelty jewelry
Revenue Stamps
Letters, with or without stamps affixed (See Note 2)
Valuable papers of any kind
Museum exhibits or articles of antiquity (See Note 3)

Articles of extraordinary value will not be accepted for shipment nor as premiums accompanying other articles.

NOTE 1: Monetary coins will not be accepted as premiums with other articles except as authorized in NMFC Item 310.

NOTE 2: United States Mail will be accepted when the consignor and consignee are United States Post Offices.

NOTE 3: Except antique furniture subject to NMFC Item 100240 or numismatic exhibits subject to Item 63830.

NOTE 4: Except pictures or paintings subject to NMFC Items 100240, 149420.

If the commodities described above are inadvertently accepted, they shall be subject to a maximum value of $.50 per pound in the event of loss or damage.

(Continued on following page)

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ITEM 775 (Concluded)

SEC 2: FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT.
Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carriers' equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may, for lack of suitable equipment, be refused.

SEC 3: FREIGHT REQUIRING TEMPATURE CONTROL OR PROTECTIVE SERVICE.
SMT does not provide temperature controlled or protective service and is not responsible for products that are subject to spoilage by either cold or hot temperatures. Carrier will have no liability for such shipments regardless of any Bill of Lading declaration requiring this service.

ITEM 820 (Continued)

RECONSIGNMENT OR DIVERSION

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

DEFINITION 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:

A change in the name of the consignor or consignee.

A change in the place of delivery within original destination point.

A change in the destination point.

Relinquishment of shipment at point of origin (See Note 5).

Instructions received by the originating carrier prior to receipt of shipment (See Note 6) (Blind Shipment).

CONDITIONS:

Requests for reconsignment must be made or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.

Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.

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

Only entire shipments, not portions of shipments, may be reconsigned.

An order for reconsignment of a shipment moving under uniform order Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.

Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.

Marking or Tagging (see Note 7).

Reconsignment will NOT be permitted on “INBOND” shipments.

(Continued on following page)

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4600 Goldfield
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ITEM 820 (Continued)

RECONSIGNMENT OR DIVERSION

CHARGES:

Reconsignment, as defined in Paragraph (1), will be subject to the following charges:

PRIOR TO TENDER OF DELIVERY

If reconsignment results in a change in the name of the consignor or consignee with no change in place of delivery, the charge will be $68.00 per shipment, (see Note 11).

If reconsignment results in a change in the place of delivery within original destination point, (see Note 1), the charge will be $68.00 per shipment, (see Note 11).

If reconsignment results in a change in the destination point, (see Note 2), the charge will be the published tariff rate to and from reconsignment point but not less than the published rate from original point of origin to ultimate destination, plus a transaction fee of $68.00 (see Notes 4 & 8).

AFTER TENDER OF DELIVERY

If reconsignment results in a change in the name of the consignor or consignee with no change in place of delivery, the charge will be $68.00 per shipment, (see Note 11).

If reconsignment results in a change in the place of delivery within original destination point, (see Note 1), the charge will be $8.75 per hundred pounds, with a minimum charge of $95.00, plus a transaction fee of $68.00 (see Note 11). If reconsignment results in a change in the destination point, (see Note 2), the charge will be the published tariff rate to and from reconsignment points by not less than the published through rate from original point of origin to ultimate destination, plus a transaction fee of $68.00.

(Continued on following page)

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ITEM 820 (Continued)

RECONSIGNMENT OR DIVERSION

NOTE 1:

Includes points and places within the same three digit zip code of the original destination which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line haul rate as the original billed destination point.

NOTE 2:

Includes points and places other than those defined in Note 1.

NOTE 3:

The provisions of governing reconsignment "prior to tender of delivery", will only apply when carrier receives the request for reconsignment:

Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or

Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).

NOTE 4:

If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier, the charge will be $68.00 per shipment, in addition to the applicable tariff rate from point of origin to the new destination.

NOTE 5:

Where a request is made by shipper, before a shipment has left carriers' terminal at point of origin (includes points and places within the same three digit zip code), for return of a shipment to the original place of shipment, or delivery thereof to another carrier at point of origin , or relinquish possession thereof to shipper or to another carrier at carriers' terminal, such service, if performed, will be subject to the applicable tariff rate without any discount.

NOTE 6:

Upon instructions received by the originating carrier, prior to receipt of shipment at point of origin, accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipment will be subject to a charge of $68.00 per shipment.

(Concluded on following page)

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ITEM 820 (Concluded)

RECONSIGNMENT OR DIVERSION

NOTE 7:

Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of Item 580 of NMFC, or when carrier is specifically requested to do so by the consignor or consignee, will be marked or tagged by the carrier at a charge of $4.50 per tag or label, subject to minimum charge of $63.00.

NOTE 8:

When consignor or consignee or its agent elects to accept shipment at carriers' terminal located at reconsignment point, charges will be assessed on the basis of $4.50 per 100 pounds, subject to a minimum charge of $65.00 and a maximum charge of $350.00 per shipment or $350.00 per vehicle, if more than one vehicle is used to transport the shipment.

NOTE 9:

When a request is received to reconsign a shipment to another place within the same continuous plant property not intersected by more than one public thoroughfare, and request is received prior to tender of delivery, a reconsignment charge of $68.00 per shipment will be assessed. When the request is received after tender of delivery the reconsignment charge will be $140.00 per shipment or vehicle if more than one vehicle is used to transport the shipment.

NOTE 10:

When consignee or its agent reconsigns a shipment moving on a through Bill of Lading to a consolidation activity, the charge will be the published tariff rate to the reconsignment point plus $68.00 per shipment.

NOTE 11:

The rates and charges assessed for reconsignment or diversion as provided for in this item will not be subject to any Payor's discounts.

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RE-DELIVERY

When a shipment is tendered for delivery and, through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be made subject to a charge of $9.50 per 100 pounds, with a minimum of $100.00 per shipment and a maximum of $750.00.

All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the carrier by the party or parties requesting redelivery before the shipment is redelivered.

In connection with shipments to private residences, this item will apply only after the carrier has reached agreement with consignee or consignor regarding the date and time (approximate) of delivery of the shipment and the carrier, through the fault of the consignee, is unable to effect delivery as scheduled (NOTE A).

NOTE A – The term ‘private residence’ also includes apartments, schools, camps and other such locations, and shall apply to the entire premises, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale or services, products or merchandise to the walk-in public during normal business hours.

SORTING AND SEGREGATING

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight except as provided below:

When sorting or segregating is required, a charge of $1.50 per package will be assessed with a minimum charge of $100.00. This service is limited to sorting and segregating by marks, brands, sizes, flavors, or other distinguishing characteristics.

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STORAGE
LTL

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

Storage charges on freight awaiting line-haul transportation will begin at 7:00 a.m., the day after freight is received by the carrier.

Storage charges on undelivered freight will begin at 7:00 a.m., the first day of business (see NOTES A & B) after notice of arrival has been given as provided in Item 345, 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, nor on the date the shipment is actually delivered.

Freight stored in carrier's possession, will be assessed a charge of $2.90 per 100 pounds or fraction thereof per 24 hours or fraction thereof, with a minimum of $40.00 per day and $90.00 minimum per shipment or per vehicle, if more than one vehicle is used to transport the shipment.

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, owner or Customs Official.

NOTE A – The term 'first day of business' as used in this item means Monday through Friday, excluding Saturday, Sunday or Holidays.

NOTE B – When the carrier has been given instructions at time of shipment or prior to giving notice of arrival as provided in Item 345, that the consignee will not accept freight for more than 24 hours, storage will begin at 7:00 a.m. the first business day after arrival at carrier's destination terminal.

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ITEM 990 (Continued)

WING SERVICE
Featuring Guaranteed Service

Subject to terms and conditions in this item, Southwestern Motor Transport (SMT) offers guaranteed and expedited service between points where it services direct both origin and destination. Authorized representatives of the shipper or other payer of freight charges and SMT must agree to the request of specific guaranteed services based on the requirements listed below.

Three general levels of service will be offered. They are:

WING Express (Subject to Note 1,2 &3): Pickup and delivery service during normal business hours (between 8:00 AM and 5:00 PM, Monday through Friday, not including holidays) with delivery subject to published SMT transit times. Shipment must be made available to carrier by 5:00 PM local time on the day of pickup, with 2 hours or more advance notice depending on the shipper's proximity to the carrier's service center. If a shipment is made available after 5:00 PM and is accepted by the carrier, one additional day of transit will be added to the otherwise published transit time. The provisions of this item do not include missed pickups. The scheduled delivery date will be based on the actual pickup date not the date the pickup was scheduled to occur.

Fee for this service is 20% surcharge, with a minimum charge of $28.00.

WING Express service will be provided when the shipper legibly imprints on the bill of lading at the time of shipment "WING Express". The request must be in the body of the bill of lading, must be separate and distinct from other information, and must be communicated verbally to the driver and/or other SMT personnel at the time of pickup.

Should the agreed to service not be performed, SMT will void the additional WING charge from the shipment. All other applicable freight charges will be due. The payer of freight charges must file a written request to remove the fee within 15 days of the delivery failure. If charges have been paid, the shipper must file an overcharge claim complying with US Code of Federal Regulations Title 49.

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ITEM 990 (Continued)

WING SERVICE

WING Time Specific: Pickup or delivery service required for specific times. Generally, specific time will be limited to prior to 2:00 PM, 12:00 noon, or 10:00 AM. If requested prior to 5:00 PM only, WING Express service level above will apply. Delivery will be subject to published SMT transit times. There will be a 1 hour grace window after the committed delivery time to allow for other unloading delays and document signings. Shipment must be made available to carrier by 5:00 PM local time on the day of pickup, with 2 hours or more advance notice depending on the shipper's proximity to the carrier's service center. If a shipment is made available after 5:00 PM and is accepted by the carrier, one additional day of transit will be added to the otherwise published transit time. The provisions of this item do not include missed pickups. The scheduled delivery date will be based on the actual pickup date not the date the pickup was scheduled to occur.

Fee for this service is 30% surcharge, with a minimum charge of $50.00.

WING Time Specific services will be provided only when the shipper contacts the WING Coordinator by phone at 800-531-1071 or by e-mail at ratedept@smtl.com. The Coordinator will respond by FAX or e-mail with full linehaul and WING charges along with acknowledgement of the level of service required. The shipper must approve, sign and return the form to the Coordinator two hours prior to required pickup. If SMT cannot perform the service as required, the Coordinator will give alternatives if available.

The term "WING Quote#" and the quote number from the signed form must be legibly imprinted in the body of the bill of landing separate and distinct from other information.

Should the agreed to service not be performed, SMT will adjust the freight charges based on the circumstances of the shipment. The payer of freight charges must file a written request to adjust charges within 15 days of the delivery failure. If charges have been paid, the shipper must file an overcharge claim complying with US Code of Federal Regulations Title 49.

ITEM 990 (Continued)

WING SERVICE

WING Expedited: Service requested for days or times other than SMT published transit times, other than normal business hours, weekends or holidays. Shipment must be made available to carrier by the agreed time on the day of pickup.

Fee for this service will be negotiated with the WING Coordinator.

WING Expedited services will be provided only when the shipper contacts the WING Coordinator by phone at 800-531-1071 or by e-mail at ratedept@smtl.com. The Coordinator will respond by FAX or e-mail with full linehaul and WING charges along with acknowledgement of the level of service required. The shipper must approve, sign and return the form to the Coordinator two hours prior to required pickup. If SMT cannot perform the service as required, the Coordinator will give alternatives if available.

The term “WING Quote#” and the quote number from the signed form must be legibly imprinted in the body of the bill of landing separate and distinct from other information.

Should the agreed to service not be performed, SMT will adjust the freight charges based on the circumstances. The payer of freight charges must file a written request to adjust charges within 15 days of the delivery failure. If charges have been paid, the shipper must file an overcharge claim complying with US Code of Federal Regulations Title 49.

The following commodity/shipment types are not eligible for service under this item.

- Appointment/Notify
- Blind Shipment
- Capacity shipments per Item 611-1 or Item 620
- COD
- Dock Pickup
- Hazardous Materials
- Liftgate
- Limited Access
- Residential

ITEM 990 (Continued)

WING SERVICE

Poisons
Protect from Freeze
Shipments containing pieces over 8 feet long
Shipments not labeled or packaged properly

Definition of “delivered on schedule”:

Delivery on schedule will occur when SMT delivers at times and dates specified in individual agreements. When the shipment is not delivered due to circumstances beyond SMT’s control, the agreement will be deemed to have been fulfilled by SMT and full charges will apply. Circumstances beyond SMT’s control will include:

Invalid or incomplete bill of lading information
Consignee’s refusal to accept the shipment
Inability to locate consignee at address given on the bill of lading
Any other area in the consignee’s control that preclude delivery
Acts of God
Acts or omissions of public authority
Acts of war or terrorism
Riots
Strikes or labor disputes
Government regulations, orders or requirements
Act of omission by shipper, consignee or owner of the goods

Other Requirements:

SMT reserves the right to change or suspend the WING Service program when conditions warrant.
Shipment must be between SMT direct points or specifically agreed to otherwise.
Shipment must be prepaid and authorized by the shipper or third party with whom credit has been approved by SMT
Shipments destined to customs agents or forwarders will be considered delivered when tendered to the agents, forwarders or to their facilities.

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ITEM 990 (Concluded)

WING SERVICE

Failure to make delivery as committed will not be grounds for SMT liability for consequential, incidental, special, punitive, economic or similar damages of any kind or nature.

NOTE 1. Only available for Direct Interstate service between OK and TX and Intrastate TX service.

NOTE 2. Shipments with origin or destination zips listed in item 540 of this tariff are not eligible for Wing Service.

NOTE 3. Shipments must originate or be destined to the commercial zone of an SMT terminal. Any origin or destination zip forty (40) miles or more from it's servicing terminal will not be eligible for Wing Express service.

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WEIGHT VERIFICATION

1. At its sole discretion, carrier may choose to reweigh shipments in its custody. Such reweigh may be conducted with scales owned by carrier, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified by carrier.

   If an error in weight is determined, carrier will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. When the freight charges are increased by $20.00 or more, a $32.00 weight adjustment fee will apply in addition to all other charges.

Upon request by either the consignor or consignee, the carrier will reweigh any shipment vehicle (s) on carrier scales. Such reweigh will only be made while shipment is in the custody of the carrier. If no error is determined or if error is less than 1% of the billed weight, a charge of $60.00 per shipment or per vehicle, if more than one vehicle is used to transport the shipment, will be made for each. Such charge(s) is to be paid by the party requesting the service.

When carrier is requesting to secure a certified public scale weight for any shipment of vehicle(s), a charge of $100.00 will be made by the carrier for each reweighing obtained in addition to the fee assessed the carrier for use of the certified public scale. Such charge(s) is to be paid by the party requesting the service.

If requested by the consignor or consignee to weigh a vehicle both empty and loaded, the above charges in Paragraphs 2 or 3, as the case may be will be made for each separate weighing.

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REFUND AND INCENTIVE REFUND DISCOUNTS APPLICATION OF

Refund and incentive refund discounts:

1. will not be considered in the alternation of rates and/or discounts in process.
2. will not be applicable in connection with shipments that have been discounted by use of a “deduct” discount. Unless otherwise specifically provided, the provisions of this paragraph will not apply in connection with “Incentive Refund” discounts.
3. will not be applicable in connection with accessorial charges.
4. will be awarded only in connection with shipments for which all applicable freight charges have been received by Southwestern Motor Transport within 30 days of:

   (a) billing date in connection with shipments moving freight charges prepaid.
   (b) delivery date in connection with shipments moving freight charges collect.

5. will be applicable in connection with Southwestern Motor Transport portion of revenue only when the discount is applicable on joint-line traffic.
6. will not be applicable on shipments moving on government Bills of Lading, shipments moving on commercial Bills of Lading that are to be converted to government Bills of Lading nor on shipments where freight charges are paid by the U. S. Government.
7. Refunds will not be made unless the total amount to be refunded exceeds $100.00 in a calendar month.
8. Refunds will not be made on shipments that have been rated using other than Southwestern Motor Transport or other carrier’s rates and/or on shipments which exceed 20 lineal feet of trailer space.

OVER DIMENSION FREIGHT

Shipments consisting of an article or articles with dimensions that **equal or exceed eight (8) feet** in length but **less than twelve (12) feet** in length (measurement of the longest dimension), will be subject to an additional charge of $195.00 per shipment.

Shipments consisting of an article or articles with dimensions that **equal or exceed twelve (12) feet** in length but **less than sixteen (16) feet** in length (measurement of the longest dimension), will be subject to an additional charge of $375.00 per shipment.

Shipments consisting of an article or articles with dimensions that **equal or exceed sixteen (16) feet** in length but **less than twenty (20) feet** in length (measurement of the longest dimension), will be subject to an additional charge of $750.00 per shipment.

Shipments consisting of an article or articles with dimensions that **equal or exceed twenty (20) feet** in length but **less than twenty-eight (28) feet** in length (measurement of the longest dimension), will be subject to an additional charge of $1,000.00 per shipment.

Shipments consisting of an article or articles with dimensions that **equal or exceed twenty-eight (28) feet** or more in length (measurement of the longest dimension), will be subject to an additional charge of $1,375.00.

This provision will also apply to shipments where the NMFC classification is determined by dimensions.

Any shipment subject to the provisions of this item may be refused at SMT’s sole discretion.

SECURITY DELAY CHARGE

Whenever Carrier's vehicle(s) is detained, delayed, or searched as a prerequisite to pickup or delivery, at the facilities of a shipper or consignee, in order to comply with security laws, security regulations, or security procedures; Carrier will perform the required pickup or delivery, and will assess a charge of $34.00 per each 15 minutes, subject to a minimum charge of $85.00. This item shall be in addition to all other applicable rates and charges.

BILLS OF LADING-CONFLICTING TERMS & CONDITIONS

Unless otherwise agreed to in writing in advance of carriage, signed by an authorized Carrier representative, all contract rates, terms, and conditions of carriage are governed by the rules and provisions of this tariff and by Carrier's Bill of Lading or the National Motor Freight Classification series 100 Item 365 "Uniform Straight Bill of Lading" in effect on the date the shipment was tendered to the Carrier.

Only Carrier's officers or authorized officials are empowered to agree to alternate rates, terms, and conditions or the use of an alternate Bill of Lading. Drivers employed by Carrier are excluded from the category of authorized officials.

When a Bill of Lading not specified above is issued by a shipper, the signature of the Carrier's driver on that Bill of Lading only acknowledges the condition and receipt of the freight. It is not a contract for the carriage of freight.

EXPLANATION OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF

REFERENCE	EXPLANATION
>	Denotes reduction
<	Denotes increase
^	Denotes changes which result in neither increases nor reductions
a	New or Addition
c	Provisions Canceled

ABBREVIATION	EXPLANATION
AQ	ANY QUANTITY
ATA	AMERICAN TRUCKING ASSOCIATION
CON'T	CONTINUED
ICC	INTERSTATE COMMERCE COMMISSION
LTL	SHIPMENTS WEIGHING LESS THAN 20,000 POUNDS.
NMF	NATIONAL MOTOR FREIGHT TRAFFIC ASSOCIATION, INC., AGENT
NMFC	NATIONAL MOTOR FREIGHT CLASSIFICATION, TARIFF ICC NMF100 SERIES.
NO.	NUMBER
SMTL	SOUTHWESTERN MOTOR TRANSPORT, INC.
TL	SHIPMENTS WEIGHING 20,000 POUNDS OR MORE OR RATED AS 20,000 POUNDS OR MORE OR IF THE TRAILER IS LOADED TO CAPACITY.
-	THROUGH.

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POINTS OF SERVICE

A complete listing of all direct service points is available at Southwestern Motor Transport, Incorporated General Headquarters at 4600 Goldfield, San Antonio, TX 78218, or at the terminal servicing your area.