

CONTRACT CARRIER SCHEDULE
OF
RULES AND REGULATIONS AND SCOPE OF OPERATIONS
APPLYING ON
IRON AND STEEL ARTICLES

—
BETWEEN POINTS IN
BUTLER COUNTY , OHIO, AND/OR LAWRENCEBURG, TENNESSEE
ON THE ONE HAND
AND
THE UNITED STATES (Except Alaska and Hawaii) ON THE OTHER.

—
The provisions of this schedule will not result in
an effect on the quality of the human environment.

—
ISSUED: 12/10/96

EFFECTIVE: 01/01/97

—
SHIPPER: SOS

CARRIER:

SOS Metals, Inc.

9030 Centre Point Drive, Suite 200

West Chester, Ohio 45069

By: Kim Skirvin
Kim Skirvin, Traffic Supervisor

By: _____

Date: _____

Date: _____

CHECK SHEET

Original and revised pages named below contain all changes that are in effect on the date shown.

<u>Page No.</u>	<u>Revision</u>
Title 1	Original
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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ABBREVIATIONS	EXPLANATION
C.O.D.....	Collect On Delivery
Con't.....	Continued
Corp.....	Corporation
DOT.....	Department of Transportation
Inc.....	Incorporated
Lbs.....	Pounds
LTL.....	Less Than Truckload

(continued on next page)

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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ABBREVIATIONS

EXPLANATION

LP.....	Limited Partnership
MC.....	Motor Carrier
MF.....	Motor Freight
Min.....	Minimum
No.....	Number
NOI.....	Not Otherwise Indexed
PUAC.....	Pick Up and Allow Credit
STB.....	Surface Transportation Board
SOS.....	Southwestern Ohio Steel, LP
WT.....	Weight

REFERENCE MARKS

EXPLANATION

%.....	Percent and/or percentage
\$.....	Dollar(s)
c.....	Cent(s)
Etc.....	Et Cetera
Via.....	By Way Of
(N).....	New or Addition
(>).....	Reduction
(<).....	Increase
(<>).....	Change in wording which results in neither increases nor reductions in charges.

—
SCOPE OF OPERATIONS

Rates and provisions named in this Schedule, or as amended, are limited in their application on interstate, intrastate, or foreign commerce to the extent of the carrier. Unless specifically provided, the provisions are to be interpreted in the same manner as the applicable Federal agencies interpret the carrier's Certificate of Operating Authority.

ITEM No. 5

—
OPERATING AUTHORITY

The Carrier holds the necessary permits, issued by the appropriate federal, state, and local governments, to operate as a Contract Carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities between points in the United States, under continuing contract(s) with commercial shippers or receivers of such commodities.

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RULES AND REGULATIONS

ITEM No. 10 DETERMINING MILEAGES

Shipper and Carrier agree that distances in determining application of mileage rates herein shall be determined by use of Mileage Guide(s), either printed or electronic, mutually agreed upon by the two parties.

ITEM No. 20 PICK-UP AND DELIVERY

(A) The rates named in this Schedule include pickup and delivery service at all points within the limits of the cities, towns, villages, and other points from and to which the rates apply, and include, as to any shipment, only one pickup and one delivery, except as otherwise provided.

(B) The term "pick up" as used in this schedule, means the service performed by the carrier in the transporting of carriers vehicle by it's driver to the platform, doorway, or shipping room directly accessible to the highway vehicle of the carrier at a warehouse, factory, store, place of business, or private residence, and includes securing the load by the driver, and in the case of flat or open top equipment the placement of tarps or other protective devices so as to protect the shipment from weather.

(C) The term "delivery" as used in this schedule, means the service performed by the carrier's driver in transporting the carrier's vehicle with freight intended to be delivered to the point of delivery at destination specified by the consignee and/or shipper.

(D) Unless otherwise provided, the rates or charges named in the Rate Schedule include, as to each shipment, one pick-up at origin, and one delivery at destination at a point directly and conveniently accessible to carrier's motor vehicle, at all points within the limits of cities, towns, villages, and other points from and to which the rates and charges apply.

(E) As provided in ITEM No. 110 Section 3 (e): Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

(F) As provided in ITEM No. 160 Paragraph 1 (b): Except as provided in ITEM No. 160 Paragraph 3 (c), pickup or delivery service may be performed at additional loading or unloading sites at origin, destination, or at intermediate stop-off points within continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.

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ITEM No. 80

STORAGE

- (A) When unable to deliver shipments, carrier may, after a period of 48 hours, send such commodities to a public warehouse for storage unless delivery is otherwise directed by consignee and approved by carrier. The storage on commodities while in warehouse, will be in addition to any other charges under this Schedule, and shall be collected and shown separately on delivery receipt.
- (B) No further effort will be required of carrier to effect delivery except upon written notice of instructions from owner, in which event full schedule rates from point of storage to point of delivery will be assessed in addition to accrued transportation and storage charges.
- (C) Where this carrier stores or holds such undelivered freight at its terminal for any period over 48 hours, there will be storage charges as follows:
- (1) First five days after expiration of free time - 15 cents per 100 pounds per 24 hours or fraction thereof, subject to a minimum charge of \$5.00 per shipment.
 - (2) Sixth and each succeeding day - 25 cents per day per 100 pounds or fraction thereof, not to exceed \$5.00 per month per 100 pounds.

ITEM No. 90

VEHICLES ORDERED BUT NOT USED

When an order is placed by a shipper for a vehicle, and due to no disability, fault, or negligence on the part of the carrier the vehicle is not used, cancellation of the order must be made before the vehicle is dispatched for pickup in compliance with such order. If cancellation is not made and the vehicle is dispatched as ordered, a charge of \$50.00 per vehicle will be assessed.

ITEM No. 95

VEHICLES ORDERED BUT NOT PROVIDED

When an order is placed by the shipper, and accepted by the carrier, for a vehicle to be placed for loading at a specific time, and due to no disability, fault, or negligence on the part of the shipper, the carrier does not provide a vehicle for placement within three hours of specified placement time, carrier will pay to shipper, upon receipt of invoice, the amount of \$50.00 per occurrence. NOTE: The charges attributable to item 60 also apply to this item.

ITEM No. 100

COLLECT ON DELIVERY

COD shipments must be prepaid and will be accepted under the following conditions:

- (a) Bill of Lading and shipping order must be plainly endorsed, "COD Shipment", with the amount to be collected inserted.
- (b) In the handling of COD shipments, carrier shall upon collection of consignee's check remit said check to the consignor within 5 days from the date of delivery of the COD shipment.
- (c) Carrier will not accept cash in payment of a COD shipment.
- (d) Checks are to be made payable to the consignor and the carrier shall not be liable, except for the exercise of due care and diligence in serving and forwarding such checks to the consignor.
- (e) A charge of ten dollars will be made for collecting COD shipments.

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ITEM No. 110 DETENTION CHARGES - VEHICLES WITH POWER UNITS

APPLICATION

Detention of Vehicles--The following item applies to all shipments.

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

Section 1. General Provisions--

- (a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates.
- (b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.
- (c) Free time for each vehicle will be as provided in Section 3. After the expiration of free time, charges will be assessed as provided in section 4.
- (d) The detention charges due the carrier will 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. When detention charges are attributable to others who are not parties to the Shipping Document, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.

Section 2. Computation of time--**(a) Commencement and termination**

- (1) The time per vehicle shall begin to run upon actual notification by carrier's employee, to a responsible representative of consignor, consignee, or other designated party, at the premises of pickup or delivery, of the arrival of the vehicle for loading or unloading.
- (2) Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section.

(b) Prearranged Scheduling

- (1) Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.
- (2) When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time; or, in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the original arrival time. In no case shall extended time exceed 60 minutes; once a vehicle is more than 60 minutes late the vehicle will be fit into the loading/unloading schedule as openings come up, and detention charges will not be applicable.

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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ITEM No. 110 continued

(c) Conditions governing the computation of time:

- (1) Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.
- (2) When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:
 - (i) to request that the vehicle without power remain at its premises subject to the provisions of Section 3 (d); or
 - (ii) to request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.
- (3) When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of time in excess of free time.

Section 3. Free time--

(a) Free time shall be computed as follows:

Vehicle Placement	Free Time in Minutes per vehicle stop
Primary placement	180
Secondary Placement: Split Pick-Up (See Note B) or	60 additional
Split Delivery	60 additional

Note B: See Item No. 160, 3, (c)

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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ITEM No. 110 continued

- (c) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, free time and detention charges will be applied as follows:
- (1) If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
 - (2) If the change is requested and made after the 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, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
- (d) When a 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 elapsed.
- (e) Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop. NOTE: See ITEM 160 Section 1 (b).

Section 4. Charges--

When the delay per vehicle beyond free time is one hour or less, the charge will be \$18.00. For each additional 30 minutes or fraction thereof, the charge will be \$9.00.

Section 5. Records--

A written record of the following information must be maintained by the carrier on all truckload shipments, and such record must be kept available at all times.

- (a) Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded;
- (b) Identification of vehicle tendered for loading or unloading;
- (c) Date and time of notification of arrival of the vehicle for loading or unloading
- (d) Date and time loading or unloading is begun;
- (e) Date and time loading or unloading is completed;
- (f) Date and time vehicle is released by consignor, consignee, or other party at place of pickup or delivery after loading or unloading is completed.
- (g) Actual time of nonworking periods;
- (h) Total actual weight of shipment or shipments loaded or unloaded;
- (i) Whether articles are tendered under a prearranged schedule for loading or unloading
- (j) Date and time specified for vehicles tendered under a prearranged schedule;
- (k) Alternative arrangements made when a vehicle is tendered under a prearranged schedule that was not adhered to.

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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ITEM No. 111 DETENTION--VEHICLES WITHOUT POWER UNITS**APPLICATION:**

Detention of vehicles--The following item applies to all shipments:

Detention--vehicles without power units--spotting or dropping trailers--(See Note A)

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

Note A: For the purposes of this item the terms 'spotting' and 'dropping' are considered to be synonymous and are used interchangeably.

Section 1.--General Provisions--

- (a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them or as close thereto as conditions will permit.
- (b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing power units will apply. In the case of spotting for loading the Shipping Document must show Shipper Load and Count.
- (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
- (e) Free time for each vehicle will be as provided in Section 2. After the expiration of free time charges will be assessed as provided in Section 3.
- (f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
- (g) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at other than its normal business hours.

Section 2. Computation of free time--

- (a) Commencement of spotting and free time.
 - (1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
 - (2) When any portion of the 24 hour free time extends into a Saturday, Sunday, or holiday (National, State, or Municipal), the computation of time for such portion shall resume at 12:01 a.m. (00:01) on the next day which is neither a Saturday, Sunday, or holiday.

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ITEM No. 111 continued

- (3) Free time shall not begin on a Saturday, Sunday, or holiday (National, State, or Municipal),but at 8 a.m. (08:00) on the next day which is neither a Saturday, Sunday, or holiday.
- (4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
- (b) Termination of spotting and notification.
 - (1) Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. If notification is by telephone, carrier may require written confirmation.

Section 3. Charges--

- (a) General detention charges: After the expiration of free time as provided in Section 3 (a) of this item, charges for detaining a trailer will be assessed as follows:
 - (1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays and holidays excepted).....A charge of \$25.00.
 - (2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays and holidays excepted).....A charge of \$35.00.
 - (3) For the fifth and each succeeding 24-hour periods or fraction thereof (Saturdays, Sundays and holidays included).....A charge of \$50.00.
- (b) Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival.
- (c) Strike interference charge: When , because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded or empty trailers detained on their premises, a detention charge of **\$25.00 per day** or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the fourth day of charges.

Section 4. Records--

A written record of the following information must be maintained by the carrier on all spotted trailers, and such record must be kept available at all times.

- (a) Name and address of consignor, consignee, or other party at whose premises the trailer is spotted;
- (b) Identification of spotted trailer;
- (c) Date and time of arrival of the trailer for spotting;
- (d) Date and time notification that the spotted trailer is ready for pickup was received by carrier;;
- (e) Date and time of arrival and departure of power unit for pickup;
- (f) The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release;

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ITEM No. 111 continued

- (g) Whether trailers are spotted under a prearranged schedule;
 (h) When trailers are spotted under a prearranged schedule, the date and time specified thereafter.

ITEM No. 120**LOADING AND UNLOADING**

Except as otherwise provided, shipments transported subject to this schedule are *loaded by the driver* (consignor places load on trailer at the direction of driver - driver secures load, chains, tarps, etc.), and unloaded by consignee.

ITEM No. 130**DIVERSION AND RECONSIGNMENT**

Diversion or reconsignment will be permitted only prior to departure of the loaded vehicle from carrier's terminal or after delivery has been attempted at original billed address. No reconsignment or diversion will be made by carrier except upon authority of shipper.

(A) When a diversion or reconsignment requires a change in the delivery instructions prior to departure of a vehicle from the carrier's terminal, no charge for such diversion or reconsignment will be made.

(B) When a diversion or reconsignment requires a change in the delivery instructions after carrier has attempted to deliver in accordance with the original delivery instructions, as stated on the shipping document, each such change will be subject to a charge of \$50.00 per shipment, in addition to all other charges assessed against the shipment; except, between SOS facilities located in Middletown, Ohio, the charges will be \$20.00.

(C) In applying the provisions of this item, the rate to be applied on any shipment subject hereto will be the rate from point of origin to the original billed destination plus the additional miles to the final destination.

(D) When the distance via the diversion or reconsignment point or points exceeds by more than 25 miles, the distance as computed in Mileage Guide (Item 10) from original point of shipment to the point governing the applicable rate, such distance in excess of 25 miles will be charged for at the rate of 135 cents per mile or fraction thereof.

ITEM No. 140**VARYING MINIMUM WEIGHTS**

In no case shall the charge for any shipment be greater than the charge for a greater quantity of a like kind of freight at the rate and weight applicable to the greater quantity.

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ITEM No. 150

APPLICABLE RATES

The rates in the Rate Schedule are the applicable rates for both prepaid and collect shipments; unless, the other party to the shipment has a lower rate on file with the carrier, in which event the lower rate would take precedence.

Unless otherwise provided, the Point to Point Commodity rates have precedence over the Mileage Rates. The Point to Point rates may be higher or lower than the Mileage Rates. PUAC rates are 40,000 lbs at the mileage rate only, and 24,000 lbs at 150% of the 40,000 lb mileage rate.

ITEM No. 160

STOP-OFF FOR PARTIAL LOADING OR UNLOADING
OF TRUCKLOAD OR VOLUME SHIPMENTS

A single shipment, subject to TL or VOL rates, may be stopped for partial loading or partial unloading subject to the following provisions:

1. GENERAL PROVISIONS

- (a) After initial pickup at origin and prior to final delivery stop at destination a shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at points enroute to destination or at destination.
- (b) Except as provided in paragraph 3 (c), pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stop-off points within continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.
- (c) The greatest mileage between any point of loading and any point of unloading will determine the point of origin and the point of destination for the application of this rule. All mileages shall be computed by use of the mileage guide (Item 10).

2. LIMITATIONS

- (a) Except as provided in Paragraph 1 (b) of the General Provisions, each stop-off is limited to one setting of the truck.
- (b) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
- (c) All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.

3. STOP-OFF CHARGES

- (a) The initial pickup stop and the final delivery stop are not subject to stop-off charges.
- (b) Except as provided in Paragraph 3 (c), each stop for either partial loading or partial unloading will be subject to a stop-off charge of \$50.00 per stop.
- (c) Each stop at SOS facilities in Middletown, Ohio (Split Pick-Up or Split Delivery) will be subject to a stop-off charge of \$20.00 per stop. (Note: See Item No. 110, Section 3 a)

4. LINE HAUL CHARGES

- (a) Charges shall be determined on the basis of the minimum weight, or actual weight if greater, of the entire shipment at the rate or rates applicable.

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ITEM No. 160 continued

- (1) From the point of initial origin, or;
 - (2) From any intermediate point where shipment is stopped for partial loading.
 - (3) To any intermediate point where shipment is stopped for partial unloading, or;
 - (4) To the point of final destination from and to which the highest charges are applicable.
- (b)(1) If the total distance from initial origin to final destination via the stop-off point or points exceeds 25 miles of the shortest mileage from initial origin to final destination, that distance in excess of 25 miles will be charged for at a rate of 135 cents per mile. All mileage shall be computed by use of Mileage Guide (Item 10).
- (2) The greatest mileage between any point of loading and any point of unloading will determine "initial point of origin" and "the final point of destination" for the purpose of applying this circuitry provision and determining the excess mileage, if any, and the charge therefor.
- (c) In all instances, the Point to Point Commodity rates have precedence over the Mileage Rates. The Point to Point rates may be higher or lower than the Mileage Rates.

5. PAYMENT OF CHARGES

Charges are collect unless noted "prepaid" on the shipping document at the time of shipment. All collect charges are to be collected from the consignee at final destination. Collect freight charges are guaranteed by consignor. (See paragraph "2" of Contract for Transportation Services) Only one freight bill will be issued for the entire shipment.

6. FAILURE TO DELIVER STOP-OFF FREIGHT

When the shipping document requires stop-off(s) to unload a component part of the shipment and carrier is unable during business hours to effect delivery of such freight at the point or place of stop-off(s), that undelivered portion of such shipment(s) shall then be subject to rules and regulations governing unclaimed freight, storage and redelivery of freight, to the extent that such services are applicable.

7. MARKING OR TAGGING SHIPMENTS

Except where shipments consist of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled, or tagged by shipper in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

8. STOP-OFF HANDLED IN SEPARATE VEHICLES

For carrier's convenience, any portion of the shipment may be picked up, transported, or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.

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ITEM No. 160 continued**9. SHIPPING INSTRUCTIONS**

- (a) Arrangements for any stop-off services provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation.
- (b) The entire shipment must be available for pickup at time of tender.
- (c) The shipper must tender the part lots in the order required by the carrier.
- (d) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed consignee. When consignee arranges shipment, those separate shipping documents used by consignors shall be combined for single shipment billing as per Sections 3 & 4 of this item.
- (e) The shipping document shall designate the following (except as in Section 9 (d) of this item):
- (1) Stop-off point or points and places;
 - (2) The weight, quantities, markings and description of articles to be loaded or unloaded;
 - (3) The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off.

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ITEM 170**PALLETS - PLATFORMS - SKIDS**

When freight in volume or truckload quantities is prepared for shipment in conformity with packing requirements, and in addition, is loaded on pallets, platforms or skids, with or without standing sides or ends, but without tops, rates will include the transportation of the pallets, platforms or skids provided shipper specifies the weight of the pallets, platforms or skids on the shipping documents. (See Notes A & C)

When material not a part of the pallets, platforms or skids, is used to protect top of lading or to secure the load to the pallets, platforms or skids, allowance will be made for the weight of pallets, platforms or skids but not for the weight of such material.

NOTE A: The weight of the pallets, platforms or skids transported without charge must not exceed 1,000 pounds (See Note B).

NOTE B: In applying the provisions of this rule, charges on the pallets, platforms or skids in excess of 1,000 pounds shall be assessed as follows:

- (1) On straight shipments - at the rate applicable to the article being transported thereon.
- (2) On mixed shipments - at the lowest rate applicable to any article being transported thereon.

NOTE C: In no case, after deducting the weight of the pallets, platforms or skids, shall the weight on which charges are based be less than the prescribed minimum weight.

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FOR SOS: *JKO* JKO (initials)

FOR Carrier: (initials)

For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ITEM No. 180

CLAIMS
Filing of Claims

(a) Claims in writing required

A claim for loss, damage, injury, or delay to cargo will not be voluntarily paid by the carrier unless filed in writing with the receiving or delivering carrier, or carrier issuing the shipping document or receipt, within the specified time limit of 9 months (274 days) or as otherwise may be required by law.

(b) Minimum filing requirements

A communication in writing from claimant, filed with the carrier within the time limits of 9 months (274 days), and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced by the contract of carriage to which this schedule is a part and particle of..

(c) Documents not constituting claims

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts or other documents, or inspection reports issued by carrier or carrier's inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in Paragraph (b).

(d) Claims filed for uncertain amounts

Whenever a claim is presented against a carrier for an uncertain amount, such as "\$100.00 more or less", the carrier against whom the claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, pay a claim under such circumstances unless and until an amendment to the claim, in writing, for a specified or determinable amount of money shall have been filed in accordance with the provisions of Paragraph (b).

(e) Other claims

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment the carrier investigating the claim shall communicate with the other carrier(s), and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation on the part of each claimant of his right with respect to such claim.

Acknowledgment of Claims

(a) Each carrier will, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 10 days after the date of its receipt by carrier unless the carrier will have paid or declined such claim in writing within 10 days of its receipt. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

(continued next page)

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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ITEM No. 180 continued

The carrier will, at the time each claim is received, create a separate file and assign a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt. At the time the claim is received, the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear in the carrier's written acknowledgment of receipt to the claimant. The carrier will also cause the claim file number to be noted on its copy of the shipping document, if in its possession, and the delivery receipt, if any, covering the shipment, unless the carrier has established an orderly and consistent internal procedure for assuring:

- (1) that all information contained in shipping documents, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which a claim is made, is available for examination upon receipt of a claim.
- (2) that all records and documents (or true and complete reproductions) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that examination has in fact taken place); and
- (3) that procedures prevent the duplicate or otherwise unlawful payment of claims.

Investigation of Claims

(a) Prompt investigation required

Each claim filed against a carrier in the manner prescribed will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of claim.

(b) Supporting documents

When a necessary part of an investigation, each claim will be supported by the original shipping document, evidence of the freight charges, if any, and the original invoice, or photocopies of these documents, certified by the claimant to be true and correct with respect to the property and value involved in the claim or certification of prices or values, with trade and other discounts, allowances, or deductions of any nature, or depreciation.

Provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the shipping document or where an invoice does not show price or value, or where the property involved has not been sold or where the property has been transferred at bookkeeping values only, the carrier will, before voluntarily paying a claim, require the claimant to establish the destination value in the quantity shipped, transported, or invoiced and to clarify the correct value in writing.

(c) Verification of loss

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

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For explanation of abbreviations and reference marks, see page 3 & 4 of schedule

ITEM No. 180 continued

Disposition of Claims

Each carrier which receives a written claim for loss, damage, injury or delay to property transported will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 30 days after receipt of the claim by the carrier. The claim is subject to the current discount structure of claimant's usual billing, and is also subject to interest charged by claimant in the amount of 2% per month beginning with the billing date if not paid within 30 days. If the claim cannot be processed and disposed of within 30 days after the receipt thereof, the carrier will at that time and at the expiration of each succeeding 15 day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition. If claimant is not duly notified, claimant reserves the right to offset the claim amount against carrier freight charges.

Processing of Salvage

- (a) Whenever property transported by a carrier is damaged or allowed to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have interest, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of the property directly or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest. The carrier will also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed.
- (b) Whenever disposition of salvage material or goods will be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one of its directors, officers, or managers has any interest, financial or otherwise, the carrier's salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be.
- (c) Upon receipt of a claim on a shipment on which salvage has been processed, the carrier will record in its claim file the lot number assigned, the amount of money recovered, if any, from the disposition of the property, and the date of transmittal of the money to the person or persons lawfully entitled to receive it.

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