

Marathon Transport, Inc
MC- 320050

Marathon 100

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MARATHON TRANSPORT, INC. (MC-320050)

TARIFF

**Issued by:
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Issued by:
David Hartman, President

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SECTION I- RULES

ITEM 100 APPLICATION OF MILEAGES

All mileages will be calculated using PC Miler, issued by ALK Associates. Mileages will be computed using the “practical route” option.

ITEM 110 BILL OF LADING- CONTRACT TERMS AND CONDITIONS

All shipments transported by Marathon Transport, Inc. shall be considered to have moved under the Uniform Straight Bill of Lading. No employee or representative of Marathon Transport, Inc. is entitled to bind or commit Marathon Transport, Inc. to any terms or conditions on any shipper’s bill of lading other than are contained in the Uniform Straight Bill of Lading.

ITEM 120 RELEASED VALUATION

The value of common carrier shipments in no case shall exceed (1) the beneficial owner’s full invoice value; (2) a maximum cargo liability of \$1.50 per pound per article; or (3) \$100,000.00 per truckload shipment, whichever is less, unless otherwise agreed upon with Carrier in writing, except as provided for in the Item applicable to used machinery valuation.

The released value shall be deemed to relate to the gross weight of each shipping package separately in shipped packages or to the weight of each loose article not enclosed in a package, and not to the shipment as a whole. In case of loss or damage, the amount recoverable will be the released value per pound multiplied by the gross weight of the package or article, but not more than the actual loss or damage.

ITEM 122 RELEASED VALUATION- USED MACHINERY

Unless otherwise agreed in writing, all used or refurbished machinery is released to a maximum valuation of \$.10 per pound per article.

ITEM 124 ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher released values than those indicated above from Carrier’s Vice President or Safety Manager by calling 412-788-8878. Any such alternative rate shall be reflected by the insertion of the higher released value on the bill of lading and a specially assigned identification number confirmed in a written confirmation which is noted on the bill of lading at the time of pick-up. A higher released value may

NOT be obtained for articles tendered with an invoice value exceeding the actual value of such article.

Carrier reserves the right to refuse to transport the shipment after being made aware of its value, if in Carrier's opinion, it is unable to furnish the necessary and required safe, adequate and suitable equipment or for any other reason deemed acceptable to Carrier.

ITEM 126 INADVERTANCE CLAUSE

If a shipper declares a value exceeding \$1.50 per pound per article or \$100,000.00 per truckload without insertion of the corresponding specially assigned identification number, the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$1.50 per pound per article or \$100,000 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

ITEM 127 LIMITATION OF CARRIER LIABILITY

Carrier will not be liable for property loss, damage or delay in delivery caused by (1) an act of default by the shipper, owner or consignee; (2) an Act of God, the public enemy, authority of law, quarantine, embargo, riot, strike, perils of navigation, or hazard and danger incident to a state of war; and/or (3) freezing or spoiling of any perishable goods or property or for natural shrinkage.

ITEM 128 ADDITIONAL LIABILITY LIMITS

In no event shall carrier's liability for cargo loss or damage exceed the maximum set forth in any through bill of lading or otherwise agreed to between Carrier and the party which retains Carrier's services as previously set forth in this tariff.

ITEM 130 SPECIAL AND CONSEQUENTIAL DAMAGES

Carrier will not be liable for special, incidental, indirect or consequential damages (including without limitation, changes in the market price of the shipment, replacement cost of the shipment, lost profits or lost business opportunity) or punitive and/or exemplary damages incurred or suffered by the shipper, consignee, owner or any third party.

ITEM 132 PACKING OR PACKAGING- SHORTAGE

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will be responsible only for the number of bins, pallets, platforms or skids on such shipments.

ITEM 134 SPOTTED EQUIPMENT

Carrier's responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, or in the case of spotted equipment when Carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

ITEM 140 CLAIMS FILING

Cargo claims must be filed in writing, and must be received by Marathon Transport, Inc. within 9 months of delivery, or in the case of a lost shipment within 9 months after a reasonable time for delivery has elapsed. Notations on delivery receipts, bills of lading, or shipping orders do not constitute the filing of a claim. Deductions from freight charges are NOT allowed as payment of any claim or alleged claim. Unless otherwise specified herein, liability of Marathon Transport, Inc. shall be that of a common carrier, subject to the terms of 49 U.S.C.

ITEM 150 PAYMENT OF CHARGES

Marathon Transport, Inc. is under no obligation to extend credit to any party. In such cases as Marathon Transport, Inc. requires payment of freight charges before delivery, payment must be in a form satisfactory to Marathon, which may or may not include "company checks".

- A. When Marathon elects to extend credit for freight charges, terms of payment are net 30 days from the freight bill date. The date of receipt of the invoice by the party responsible for payment is not of any relevance, since Marathon Transport, Inc. can not be responsible for delays caused by the U.S. Postal Service. If the customer has NOT paid in full the freight bill presented within the credit period specified above, a charge of 1-1/2% (one and one half percent) of the unpaid balance of the freight bill shall be assessed, which charge shall be in addition to all other applicable freight charges. Thereafter a charge of 1-1/2% (one and one half percent) of the unpaid balance of the freight bill shall be assessed for each additional calendar month, or fraction thereof, the freight bill remains unpaid, which charge shall be in addition to all other applicable charges.**
- B. In the event it becomes necessary to employ the services of a collections agency and/or attorney for the collection of freight charges, an amount equal to 35% of the outstanding freight charges, or \$250, whichever is greater, shall be assessed in addition to the applicable freight charges.**

- C. If legal action is necessary against debtor for failure to make payment of legal freight charges, the debtor will be responsible for court fees in addition to the costs specified above.
- D. Marathon Transport, Inc. hereby reserves the right to hold shipments for any customer with past-due (as defined above) invoices, pending receipt of payment in a form acceptable to Marathon Transport, Inc. for all past-due invoices and for the shipment being held. Only upon receipt of such funds will Marathon Transport, Inc. release held shipment(s) for delivery.

SECTION II- ACCESSORIAL CHARGES

ITEM 200 NY ARBITRARY CHARGE

Shipments destined wholly or in part to New York, NY (including all points in the boroughs of Bronx, Brooklyn, Manhattan, Queens, Richmond, and Staten Island), and to points in Nassau and Suffolk Counties, NY, will be subject to an additional charge of \$100 per vehicle used.

ITEM 210 FUEL SURCHARGE

When the latest D.O.E. Fuel Price Index listing exceeds 115.1 cents per gallon, Marathon Transport, Inc. will increase all line-haul charges by the fuel surcharge percentage indicated below:

<u>Price Per Gallon</u>	<u>% of Fuel Surcharge</u>	<u>Price Per Gallon</u>	<u>% of Fuel Surcharge</u>
115.1 – 119	2%	185.1 – 191	15%
119.1 – 124	3%	191.1 – 196	16%
124.1 – 130	4%	196.1 – 202	17%
130.1 – 135	5%	202.1 – 208	18%
135.1 – 141	6%	208.1 – 213	19%
141.1 – 146	7%	213.1 – 219	20%
146.1 – 152	8%	219.1 – 225	21%
152.1 – 157	9%	225.1 – 231	22%
157.1 – 163	10%	231.1 – 237	23%
163.1 – 168	11%	237.1 – 243	24%
168.1 – 174	12%	243.1 – 249	25%
174.1 – 179	13%	249.1 – 255	26%
179.1 – 185	14%		

When fuel prices are greater than \$2.55 per gallon, the fuel surcharge shall increase 1% for every 6 cents per gallon increase, or fraction thereof.

The fuel surcharge will be adjusted every Tuesday at 12:01 am according to the U.S. National Average Diesel Fuel Index as reported every Monday at 4:00 p.m. This index is available by telephone at (202) 586-6966 or at www.eia.doe.gov/ .

ITEM 220 TEAM DRIVER

When requested by shipper or consignee for the transportation of a shipment, carrier will furnish, when available, an extra driver. Charges shall be assessed on the basis of the applicable rate plus a charge of fifty (50) cents per mile from point of origin to destination subject to a minimum charge of \$100.00 per any 24 hour period or fraction thereof, per extra driver.

Charges herein are applicable in addition to all other charges otherwise provided in this tariff and tariffs making reference hereto.

ITEM 230 SATURDAY, SUNDAY AND HOLIDAY SERVICE

When Marathon Transport, Inc. is requested by shipper, consignee, or third-party bill-to customer to pick-up or deliver on a Saturday, Sunday, or National Holiday (as defined by the closure of Federal Offices), then an additional charge of \$225.00 will apply for each such pick-up or delivery.

ITEM 240 TARP CHARGE

When Marathon Transport, Inc. is requested to fully tarp a shipment greater than 5 ft 11 in. tall, an additional charge of \$60 shall apply.

ITEM 250 EMPTY MOVEMENT

When a shipper specifically orders Marathon Transport, Inc. to dead-head an empty trailer (Note A) to a specified point, a charge of \$1.25 per empty mile, subject to a minimum charge of \$250.00 shall apply. The shipper must make his request in writing making reference to this item or to \$1.25 per empty mile.

NOTE A: For the purpose of this item the term empty trailer shall include equipment of any kind, including trucks, trailers or dollies.

ITEM 260 REEFER (MECHANICAL REFRIGERATION) CHARGE

Except as otherwise specifically provided, rates do not include the cost of protection from heat and/or cold. When such protective service is directed or required by the shipper or consignee, carrier will provide said service at a charge of 9 cents per loaded mile, subject to a minimum charge of \$50.00 per shipment. Bill of lading must state "Protective Service Required" and the desired temperature to be maintained.

ITEM 270 WEIGHING SERVICE

When carrier is requested to weigh a shipment enroute or at destination a charge of \$25.00 will be assessed for each weighing service and such charge will be in addition to all other applicable charges.

NOTE: The term “weighing service” means weighing of the vehicle empty (partially empty) and/or loaded (or partially loaded).

ITEM 280 REDELIVERY

When through no fault of the carrier, a shipment cannot be delivered after tender of delivery or reasonable effort to effect delivery is first made during business hours (Note A) and a redelivery is made on shipper’s or consignee’s request, an additional charge of \$300 will apply. When the driver is required to layover for a period of time exceeding 24 hours an additional charge of \$300 will apply for each additional 24 hour period or fraction thereof.

Note A: The term “business hours” as used in this rule means:

8:00 am to 4:00 pm Mondays to Fridays, inclusive.

8:00 am to 12:00 Noon Saturdays.

In applying this note, legal holidays in State of Destination are excluded.

Note B: Where consignee maintains more than one receiving point at destination and the shipping instructions do not specify at which receiving point the shipment is to be tendered, it shall be optional with the carrier to tender the shipment for delivery at any receiving point at the billed destination.

ITEM 290 TRUCK ORDERED, NOT USED

When consignor, consignee or other party orders a vehicle to be dispatched to a designated point for loading and such equipment is furnished but not used (through no fault of carrier), a charge of \$1.50 per mile will be assessed for each mile from the original point of dispatch to the designated point for loading and thence return to the original point of dispatch, subject to a minimum charge of \$350.00

Charges will be assessed against party responsible (consignor, consignee, or other party) having ordered the unused vehicle.

Detention charges apply in addition to charges herein.

If a shipment has not been tendered to carrier within ten (10) hours from time of arrival, vehicles shall be deemed to be released and charges will be assessed as provided in paragraph A.

ITEM 300 STOP-OFF FOR PARTIAL LOADING OR UNLOADING

A shipment may be stopped for partial loading or unloading of freight, subject to the following provisions:

- 1. If the trailer is completely emptied at any stop-off point(s), the provisions of this item will not apply. In such cases, each segment of the trip before and after the trailer being emptied will be charged as separate shipments, at the rates herein.**
- 2. Mileage shall be calculated via all intermediate stop-off points. Should shipper, consignee, or bill-to customer request that shipment be routed in any order other than the shortest possible routing, Marathon Transport, Inc. will be entitled to invoice for the mileage routed via customer request.**
- 3. The charge for the first 3 stop-offs per shipment shall be \$60 each; additional stop-offs will be charged at \$75 each.**
- 4. All charges must be billed to one party. If Marathon Transport, Inc. is required to bill any additional parties on a stop-off load, there will be an additional charge of \$75 added to each such additional billing.**
- 5. Stops enroute to re-tag or re-mark any freight will be treated just as if freight had been loaded or unloaded, and shall be assessed a stop-off charge as indicated herein.**

ITEM 310 DETENTION

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:

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 Bill of Lading, the party responsible for the payment of the freight charges will be responsible for any accrued detention

Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pick up and delivery schedules at hours other than its normal business hours.

The time per vehicle shall begin to run upon notification by carrier's employee to a responsible representative of consignor, consignee or other designated party at the premises of pick up or delivery of the arrival of the vehicle for loading or unloading. Upon such notification the responsible representative of consignor, consignee or other designated party may enter the time of arrival onto the carrier's detention record. If the

representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

Time shall end upon completion of loading or unloading except as provided for in this section. Upon such completion a responsible representative of consignor, consignee or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

Computations of time are subject to and are to be made within the normal business hours at the designated place of pick up or delivery. If carrier is permitted to work beyond this period, such working time shall also be included. If Marathon Transport, Inc. can not complete loading or unloading process on the day of arrival, and is requested to return on any day in the future, charges for Redelivery, as specified in Item 280 shall also apply. In such cases, there will be no free time allowance on the day Marathon Transport, Inc. returns to complete loading or unloading.

Each consignor and consignee shall be given two (2) hours Free Time in which to complete the loading or unloading of a truckload shipment, or one (1) hour in which to load or unload a stop-off. Detention of vehicles beyond Free Time will be charged at the rate of \$35.00 for the first hour or fraction thereof, and \$17.50 per half-hour or fraction thereof for all subsequent time.

ITEM 320 COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

Unless otherwise provided in carriers' tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

Section 1: Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading – Short Form", or "Straight" bill of lading forms as shown on pages of this tariff.

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

Collect on Delivery, \$ ----- and remit to:
----- Street
----- City
----- State ----- Zip Code

COD Charge to be paid by:

Shipper Consignee

Section 2: Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee.

Section 3: COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by on COD bill may be tendered on one bill of lading.

Section 4: If consignor desires to forward invoice or collection papers they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: Attached invoice(s) to accompany shipment to destination.

Section 5: COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.

Section 6: COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

Section 7: The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.

Section 8: Only the following forms of payment will be accepted in payment of COD amounts: (1) bank cashier's check; (2) bank certified check; (3) money order; or (4) personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to the consignor.

Section 9: The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, provided notation to that effect is made by the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

Section 10: The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be as follows:

One and one-half percent (1.5%) of the amount collected, subject to a minimum charge of \$50.00

Section 11: Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$9.00 per shipment. If request is received after the shipment has tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

ITEM 330 DIVERSION IN TRANSIT

When Marathon Transport, Inc. is requested to change the place of delivery before it has presented a shipment to the original consignee, it will make a diligent effort to execute such request, but will not be responsible if such service is not effected. If diversion is effected, the charges to be applied shall be the higher of the rate per mile to the original destination or to the ultimate destination. Mileage shall be calculated from origin, to the point where Marathon Transport, Inc.'s driver is notified of the diversion, to the ultimate destination. In addition, there will be a charge of \$50.00 for Diversion in Transit.

ITEM 340 RECONSIGNMENT

When Marathon Transport, Inc. is requested to change the place of delivery after it has already presented a shipment to the original consignee named on the bill of lading, it will attempt to execute such request, but will not be responsible if such service can not be effected. If accepted, all charges accruing to the shipment must be paid or guaranteed to the satisfaction of Marathon Transport, Inc. before reconsignment will be made. Charges for this service are as shown below:

- 1. If new destination is within 5 miles of original destination, there will be a charge of \$75.00. If shipment was presented to original consignee during business hours as defined in Item 280 herein, and delivery to new consignee can not be effected the same day due to no fault of carrier, the redelivery charges, as specified in Item 280, shall also apply. Detention charges, as detailed in Item 310, shall also be assessed from time of arrival at original consignee until time when the order for reconsignment is given.**
- 2. If new destination is more than 5 miles, but no more than 50 miles from original destination, there will be a charge of \$75.00 plus \$1.50 per mile from original consignee to ultimate destination. If shipment was presented to original consignee during business hours as defined in Item 280 herein, and delivery to new consignee can not be effected the same day due to no fault of carrier, the redelivery charges, as specified in Item 280, shall also apply. Detention charges, as detailed in Item 310, shall also be assessed from**

time of arrival at original consignee until time when the order for reconsignment is given.

3. If new destination is more than 50 miles from original destination, charges will be assess as if Marathon Transport, Inc. were taking a new shipment, at the rates specified in the Rates section of this tariff. The minimum charge will be \$400. Detention charges, as detailed in Item 310, shall also be assessed from time of arrival at original consignee until time when the order for reconsignment is given. There will be no charge for redelivery if Marathon Transport, Inc. is able to deliver the following calendar day. If Marathon Transport, Inc. is unable to deliver the following calendar day, through no fault of Marathon Transport, Inc., then redelivery charges as specified in Item 280 shall also apply.

ITEM 350 OVERDIMENSION/OVERWEIGHT CHARGES

Shipment on articles exceeding 50 feet in length, 8 feet 6 inches in width or 8 feet 6 inches in height will be charged as follows:

WIDTH		
OVER	NOT OVER	% OF APPLICABLE RATE TO BE CHARGED SHALL BE
8' 6"	9'	120%
9'	10'	130%
10'	12'	145%
12'	14'	175%
14'	15'	200%
15'		300%

HEIGHT		
OVER	NOT OVER	% OF APPLICABLE RATE TO BE CHARGED SHALL BE
8' 6"	10'	120%
10'	12'	160%
12'	13'	180%
13'	14'	225%

LENGTH		
OVER	NOT OVER	% OF APPLICABLE RATE TO BE CHARGED SHALL BE
50'	55'	125%
55'	65'	150%
65'	70'	175%
70'	75'	200%

ADDITIONAL CHARGES

1. If a shipment is overdimension in more than one dimension, e.g., overwidth and overheight, the shipment will be charged on the basis of the dimension which results in the greater charge, plus an additional charge of 15% of the above-stated charge.
2. Shipments loaded on any Marathon Transport, Inc. vehicle which place the truck over 80,000 lbs. in GVW will be assessed an additional 2% of the otherwise applicable rate for each 1,000 lbs. or fraction thereof in excess of 80,000 lbs.
3. When Marathon Transport, Inc. is required to order special hauling permits because of the dimension or weight, Marathon Transport, Inc. will assess the charges for such permits to the party paying the freight charges for the line-haul transportation. Such charges may include a fee of up to \$20.00 per state for a permit service to obtain these permits for Marathon Transport, Inc.
4. When Marathon Transport, Inc. is required to order escorts or flagmen because of the dimension or weight of a shipment, Marathon Transport, Inc. will assess the actual charges it has paid for such services to the party paying the freight charges for the line-haul transportation.
5. When, at the request of Marathon Transport, Inc. or of any governmental or regulatory agency, an overdimension or overweight shipment is routed via ferries, toll bridges, toll roads, and/or toll tunnels, any charges shall be assessed to the party paying the freight charges for the line-haul transportation.
6. When customer requests a lower trailer than is actually needed to legally transport a shipment within height limitations, e.g., to accommodate a low door or to lower the center of gravity of a shipment, Marathon Transport, Inc. shall be entitled to charge for the maximum height shipment that such trailer could legally transport within height limits.