
MOTOR FREIGHT RULES CIRCULAR
TAYLOR
SINCE 1850

RULES CIRCULAR SETTING FORTH CARRIER'S SERVICE
CONDITIONS FOR TAYLOR DISTRIBUTING CO.

Applying on

TRUCKLOAD AND
INTERMODAL FREIGHT ALL KINDS

BETWEEN ALL POINTS
IN THE UNITED STATES

FOR GOVERNING PUBLICATIONS, SEE SECTION 1

THIS RULES CIRCULAR APPLIES ON INTERSTATE,
INTRASTATE AND INTERNATIONAL COMMERCE

ISSUED: July 22, 2019

EFFECTIVE: July 22, 2019

ISSUED BY:

**Taylor Distributing Co.
9756 International Blvd.
Cincinnati, OH 45246
Telephone: 513-771-1850**

The provisions herein will not result in an effect on the quality of the human environment.

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SECTION 1-GOVERNING PUBLICATIONS AND DEFINITIONS

Item 100

BILLS OF LADING

The terms and conditions of the following bill of lading shall apply.

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

Item 120

APPLICATION OF CIRCULAR

Each provision of this rule circular shall apply to each transportation agreement entered into by carrier unless expressly waived in a signed, written agreement.

Item 130

MILEAGE GUIDE

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined by utilizing PC MILER. Mileage will be the distance between the point of origin and point of destination by the shortest regularly traveled available highway routes.

Item 135

IMPRACTICAL OPERATIONS

Nothing in this rule circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (a) The condition of roads, streets, driveways, or alleys;
- (b) Inadequate loading or unloading facilities; or
- (c) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

Item 140

RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by Carrier unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b).

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Item 150

NOTICE AND AMENDMENTS

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules circulars and rates. Rules circulars and assessorial charges are available on Carrier's web site at:

www.taylordistributing.com

Item 160

CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

When this rules circular is formally amended by revised pages, the cancellation of prior pages will be affected by means of this Item. A revised page will not show a cancellation notice. Revisions of each page will be filed in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all un-cancelled revised or original pages, or un-cancelled portions thereof, which bear the same page number (see EXCEPTION). For example: "1st Revised Page 10" for a particular shipper will have the effect of canceling Original Page 10, "45th Revised Page 12" will have the effect of canceling 4th Revised Page 12.

Item 180

DEFINITIONS

- (A) A shipment is a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.
- (B) Carrier shall be named on the bill of lading as the origin carrier of all shipments.
- (C) Unless arranged or agreed upon in writing prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market but is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law. Carrier shall not be responsible for special or consequential damages resulting from delayed delivery.
- (D) Spot rate shall mean a rate agreed upon by only shipper and carrier as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer and a single acceptance.

**SECTION 2-
SCOPE OF OPERATIONS**

Item 200

TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in certificate MC-022276 to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

Item 205

COMMODITY LIMITATIONS

Carrier does not hold out to transport jewelry, objects d'art, currency, documents, or items of usual value or rare metals.

Item 215

INTERMODAL SHIPMENTS

Carrier participates in the Uniform Intermodal Interchange Agreement (UIIA).

Item 225

REGULATED VERSUS EXEMPT

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. 14706 (the Carmack Amendment).

Item 230

INTERSTATE VERSUS INTRASTATE

The rules set forth in this Circular shall apply to all shipments handled by Carrier regardless of the origin or destination.

Item 235

SHIPMENT LIMITATIONS

Carrier shall not be required to accept for transportation any truckload shipment which exceeds in pounds the legal maximum or which occupies more than the full visible capacity of the trailer which is provided. Carrier will not be required to transport overweight or over dimensional loads.

Item 245

APPOINTMENTS/PICKUP AND DELIVERY TIMES

Pick-ups and deliveries shall be made between 6:00 a.m. and 5:00 p.m., local time. Appointments shall be made at no charge. Carrier shall not be liable

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for late deliveries or unkept appointments.
Nothing obligates the carrier to make delivery on a specified schedule.
Carrier's drivers are not authorized to bind the carrier to any shipment being delivered on a specified day or at a specified time but may receipt for such shipment only as kind and quantity of lading.

Item 255

PICKUP AND DELIVERY SERVICE

The rates named herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

Item 260

SHIPPER LOAD AND COUNT

All shipments shall be loaded by the consignee and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

Item 265

FREE TIME

Carrier shall allow one **(1)** hour of free time both for loading and unloading for vehicles with power units and drivers.

**SECTION 3-
ACCESSORIAL CHARGES**

Item 300

APPLICATION OF ACCESSORIAL CHARGES

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on Carrier's invoice(s) for services rendered.

Item 305

DETENTION – VEHICLES WITH POWER UNITS

- (A) This item applies on shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of carrier.
- (B) Charges for detention will be charged to the consignee in the case of unloading and to the shipper in the case of loading.
- (C) When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailing equipment is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.
- (D) When computing detention charges, if duty status is in effect, detention time shall apply, irrespective of lunch breaks, coffee breaks, rest breaks, etc.
- (E) If, at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:
- (1) Carrier may return to carrier's terminal with what freight has not been unloaded, but carrier shall return the following day with the balance of the freight at the commencement of shipper's or consignee's work day; or,
 - (2) Carrier will spot trailing equipment at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention without power pursuant to Item 310 beginning immediately upon spotting of the trailer; and,
 - (3) In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.
- (F) If a vehicle is both unloaded and reloaded, each transaction will be considered separately, and free time shall apply to each separately.

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(G) When delay occurs beyond free time (one hour per Item 265), the charge for detention shall be \$75.00 per hour.

(H) Carrier shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at the time. If shipper or consignee refuses to sign these records, carrier's records will govern.

Item 307

DETENTION – VEHICLES WITHOUT POWER UNITS

(A) This item applies when carrier spots a trailer or container at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of shipper.

(B) Time shall commence with the spotting of the trailer or a container and shall end when carrier is notified by the shipper or consignee that the trailer is available for removal from the premises of the shipper or consignee.

(C) If a trailer is both unloaded and re-loaded, an additional two (2) days free time shall be allowed.

(D) After expiration of free time as provided herein, charges for delaying the trailer beyond free time shall be \$50.00 per 24-hour period or fraction thereof.

TRAILER USE CHARGES

Carrier will assess Trailer Use and Per Diem charges on Carrier's Trailers as follows:

Free Time:	Day of arrival plus one calendar day
Charges:	\$25.00 per calendar day for dry van

Item 310

LOADING AND UNLOADING

Rates in this rules circular contemplate loading of the freight by the shipper and the unloading of freight by the consignee, except that if the shipper or consignee requests and carrier furnishes outside labor to load or unload the vehicle, all charges for such outside labor are to be paid by the shipper or consignee, who will be billed for actual time of outside labor. If the driver is required to assist with loading and/or unloading, a charge of \$85.00 per hour will be assessed in addition to all other applicable charges. All charges for additional labor shall be agreed to in writing at the time services are provided.

Item 312

PALLET EXCHANGE

In those instances where a party requests carrier to perform pallet exchange services, said service will be performed by carrier at a charge of \$25.00 per pallet in addition to all other applicable rates and charges. Requests for

pallet exchange service must be noted on the bill of lading at the time of pick-up by carrier. Charges for this service will be billed to the party paying the freight charges.

Item 315

REDELIVERY CHARGES

When the carrier has presented a trailer at the consignee designated by the shipper's bill of lading, and the consignee has refused to receive that day, or at any time subsequent to the appointment, the normal rate to that consignee will be assessed in addition to all other charges.

No billing – any arrival at rail facility with no billing in place, customer will be assessed one round trip local dray applicable for the rail facility.

Item 316

VEHICLE FURNISHED BUT NOT USED

When an order is placed by 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 pick-up in compliance with such order. If cancellation is not made with at least 24 hours advanced notice of the scheduled pick up or delivery time, the normal rate for the services requested will be assessed.

Item 320

COLLECT ON DELIVERY

Carrier does not hold out to provide a collect on delivery service. Carrier's drivers are not authorized to accept bills of lading which require the consignee to pay the driver in cash or by check for the goods transported as a precondition of delivery. If a collect on delivery shipment is inadvertently accepted and delivered without obtaining payment or if payment is stopped on uncertified funds, shipper's sole recourse shall be to the consignee.

Carrier will collect charges from actual consignee ONLY when request is in writing by customer and when charges are paid by cashier's check or money order. A fee for collection COD amounts will be charged at the rate of \$75.00 per check collected.

Item 325

ADDITIONAL LICENSE AND PERMIT FEES

Whenever any additional license or permits are required, such as but not limited to, foreign commerce or customs fees, the charges for same shall be added to the freight invoice.

Item 330

RECONSIGNMENT OR DIVERSION

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

- (A) A request for reconsignment or diversion must be confirmed in writing, which shall include facsimile transmissions.
- (B) A reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
- (C) A diversion en route shall bear a minimum charge of \$100.00 plus a mileage rate of no less than \$1.75 per mile for each shipment reconsigned or diverted. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point.
- (D) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.

Item 333

STOP-OFFS

The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided.

- (A) Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of carrier's operations or as otherwise agreed by carrier.
- (B) 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.
- (C) The bill of lading shall designate the following:
 - (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 of stop-off.
- (D) The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.

ISSUED: July 22, 2019

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(E) Stop-offs for partial loading or unloading will not be permitted on shipments moving on which Section 7 of the bill of lading has been executed.

(F) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off may be permitted if agreed to with shipper and noted on the bill of lading.

(G) Freight charges on a shipment stopped to partially load or unload must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.

(H) The rate that shipper shall pay for carrier's stop-off service shall be \$100.00 for each stop in transit.

(I) Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination.

Item 335

EXPEDITED SERVICE/EXCLUSIVE USE

Carrier is not bound to transport property in any particular vehicle in time for any particular market other than to transport merchandise with reasonable dispatch. **Carrier is not responsible for any loss which might be incurred as a result of special or consequential damages.**

Unless shipper makes arrangements for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with the U.S. Department of Transportation hours of service requirements.

The bill of lading must be noted "Carrier requested to provide expedited or team service."

These charges will be in addition to all other applicable charges.

Item 340

INSIDE DELIVERY

When requested by shipper or consignee, Taylor will move shipments or portions of shipments to positions beyond the immediately accessible unloading location of consignee at an additional charge of \$2.00 per 100 pounds, subject to a minimum charge of \$100.00 per delivery. Inside delivery will be provided above or below the level accessible to the Taylor vehicle only when elevator or escalator is available and labor necessary to operate it is provided without cost to Taylor. The Inside Delivery charge for shipments delivered within an airport will be \$150.00 plus an additional charge of \$3.00 per 100 pounds.

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Item 345

SPECIAL SERVICES - EMPTY MILES AT SHIPPER'S CONVENIENCE

When carrier agrees to relocate revenue equipment at the request of consignor or consignee for shipper's or consignee's convenience, a charge of \$2.00 per mile with a \$150.00 minimum charge will be billable to the consignor or consignee making the request. Empty miles will be calculated from empty equipment origin to point of equipment utilization based upon the applicable mileage guide. Carrier will notify shipper of the location of subject equipment prior to movement.

Item 351

PER DIEM CHARGES

Carrier will comply with all Equipment Interchange Agreements in accordance with UIIA provisions. However, all trailing equipment uses and per diem charges incurred will be assessed to customer to include an additional \$30.00 administration fee. Carrier reserves the right to handle all fees that are accorded in its name.

Carrier is expressly not responsible for trailing equipment use, per diem, claims, theft or loss value for equipment dropped in shipper's facilities.

Item 355

SCALE TICKETS

Single-\$75.00 and Light/heavy \$150.00: Additional Out-of-Route mileage fees will be charged if carrier's stop-offs require more than ten miles

Item 356

CHASSIS RENTAL – DAILY RATE

\$35.00 per day will be assessed for use of chassis provided by Carrier.

Item 357

STORAGE OF LOADS AT CARRIER'S FACILITY

Carrier will assess \$35.00 per day applicable for all loads stored at carrier's facility.

Item 358

PRE-PULLS

Carrier will pick up shipment(s) at the rail or container yard and deliver to carrier's terminal for a flat rate of \$75.00 per shipment plus fuel surcharge. This fee includes activity fees, drayage, and one calendar day free storage at carrier's terminal facility. After one calendar day free time, a charge of \$35.00 per day will be assessed by carrier.

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Item 360

IN-BOND SHIPMENTS

Taylor Distributing's U.S. Customs Bond Number is 31061590900. Where the carrier is named as the bonded carrier, a charge of \$150.00 per container will be assessed in addition to all other charges.

Item 365

LAYOVER CHARGES

When carrier has performed services in compliance with the shipper and /or consignee, and the carrier's personnel are required to remain with the equipment overnight at shipper's/consignee's request, a fee of \$265.00 will be assessed in addition to all other charges.

Item 370

FINES

Shipper shall be responsible party for payment of or reimbursement to carrier, for any fines resulting from excess weight of any shipment that causes the carrier to be in violation of any local, state, or federal law.
Fines incurred for equipment defects are the responsibility of the equipment owner.

Item 375

OVERWEIGHT CHARGES

Overweight shipments that are accepted and performed by carrier which require permits will be subject to a surcharge of \$35.00 for the permit plus the cost of any special license or permit required.

Item 380

FUEL SURCHARGE

Fuel Surcharge will be determined on a load by load basis.

Item 385

EQUIPMENT DAMAGE CHARGES

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

Failure of the consignor, consignee, or their respective agents and spotting service to note damages at time of tender shall be prima facie evidence that same was spotted in good condition. Consignor and/or consignee shall be liable for the repair cost to any equipment damaged while spotted at their facility. Such damage shall be noted by carrier personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents.

Motor carrier reserves the right to seek and recover any unpaid damages

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from any party involved in the incident, including contracting party's customers, consignee, consignor, shipper, etc.

Item 387

TRANSPORTATION OF HAZARDOUS MATERIALS

Hazardous commodities are those as classified hazardous by the U.S. Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49. Carrier will accept and deliver hazardous shipments that will be received by intermodal rail carriers subject to the following charges:

- Haz-Mat Transportation \$175.00
- Haz-Mat Placarding \$35.00 per placard

Item 390

AFTER HOURS PICKUPS AND DELIVERIES BY SPECIAL REQUEST

Carrier will make pickups and deliveries on weekends, holidays, and after hours by special request for a charge of \$200.00. In addition, detention as otherwise provided herein shall apply between the time of arrival and loading or unloading and/or the time of subsequent dispatch.

Item 395

STORAGE AND/OR DEMURRAGE CHARGES

Storage is incurred for failure to pick up loads at the railroad within the designated amount of free time.

Demurrage is incurred for failure to pick up loads at container yards (CY) within the designated amount of free time.

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

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

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

1. Container Number
2. Location of Cargo
3. Mounted on road worthy chassis
4. Ocean Carrier released
5. Available pick-up number

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

ADVANCED STORAGE CHARGES - At customer's written request and subject to authorization, TDC will forward immediate payment to railroad for storage on loads awaiting delivery. However, an additional 20% will be assessed in addition to railroad storage charges with a minimum charge of \$25.00.

Item 397

MOTOR CARRIER'S RECOURSE WITH REGARD TO LIABILITY OF CHARGES

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

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Item 399

WAREHOUSING CHARGES

If Taylor is unable to deliver a shipment, if it is refused by the consignee, or returned to Taylor for any reason, Taylor will assess the following Warehousing Charges:

	<i>Charge per Hundredweight Per day</i>	<i>Minimum charge per Shipment Per day</i>	<i>Maximum charge per Shipment Per day</i>
Beginning on the first calendar day, measured from day shipment is refused and continuing through day Taylor receives disposition of shipment: Dry	\$.45	\$35.00	\$175.00

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**SECTION 4-
CLAIMS LIABILITY AND LIMITATIONS**

Item 400

LIMITATION OF CARRIER LIABILITY

Carrier will not be liable to the owner of property for loss or delay caused by (1) an act of default of 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 (3) freezing or spoiling of any perishable goods or property or for natural shrinkage. Carrier shall not be liable for any special, incidental, indirect or consequential damages (including without limitation lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of overage, shortage or damage to shipments transported.

Item 405

PACKING OR PACKAGING – SHORTAGE

Carrier will not be responsible for shortages on shipments. All cargo is packaged and loaded by shipper or consignee prior to carrier taking possession of equipment.

Item 410

SPECIAL AND CONSEQUENTIAL DAMAGES

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay.

Item 415

RELEASED EVALUATION/SIMPLIFIED PRICING

Unless otherwise agreed in writing, all common carrier shipments are rated as Freight All Kinds (FAK) for named customers and are subject to a maximum cargo liability of \$2.00 per pound per article or \$100,000.00 per truckload shipment, whichever is less.

Item 420

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher release values than those indicated above from carrier's Manager of Pricing by calling **888-486-0015** or emailing **dispatch@taylordist.com**. Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.

ISSUED: July 22, 2019

EFFECTIVE: July 22, 2019

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INADVERTENCE CLAUSE

If a shipper declares a value exceeding \$2.00 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 \$2.00 per pound per article or \$100,000.00 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

Item 430

SPOTTED EQUIPMENT

Carrier responsibility for cargo begins when Carrier picks up a shipment from the equipment owner's facility, 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 435

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 the shipper (or beneficial owner) and the party which retains carrier's services.

Item 440

RELEASED EVALUATION / USED MACHINERY

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

Item 445

WAREHOUSEMAN'S LIABILITY

If the consignee refuses goods tendered for delivery, or if Taylor is unable to deliver the goods because of fault or mistake of Shipper or consignee, Taylor's liability shall become that of a warehouseman. (UCC Section 7) Taylor shall promptly attempt to provide notice to Shipper by telephonic or electronic communication.

If Taylor does not receive disposition instructions within 48 hours of the first notice to Shipper, Taylor will attempt to issue a second and final notification. If Taylor does not receive disposition instructions within ten (10) days of the second and final notification, Taylor may offer the goods for sale at a public auction. The cost of the sale shall be applied to Taylor's invoice for transportation, storage and other lawful charges. Shipper shall be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, Taylor will pay such balance to Shipper.

If perishable goods cannot be delivered, Taylor may dispose of such goods in the manner that Taylor determines to be in the best interest of the parties. See <https://taylorlogistics.com/standards-terms-and-conditions/> for Standard Contract Terms and Conditions of Merchandise Warehouses.

Item 450

SHIPPER CONTROLLED POOLS

Carrier will not accept liability for equipment while in the care and custody of the shipper.

ISSUED: July 22, 2019

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EFFECTIVE: July 22, 2019

**SECTION 5-
CLAIMS PROCESSING AND SALVAGE**

Item 500

CARGO CLAIMS APPLICATION

The provisions of this Circular are filed in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

Item 510

FILING OF CLAIMS

(A) Claims in writing are required within nine (9) months from the date of delivery or a reasonable time during which delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (b) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract of carriage, and all rules circular provisions applicable thereto. Claims for concealed damages will be submitted to carrier within forty-eight (48) hours of delivery. Any suit to recover loss of damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.

(B) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper.

(C) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, 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 subparagraph (b) above.

(D) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the baggage or 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, voluntarily pay a claim under such circumstances unless

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and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (b) above.

Item 520

ACKNOWLEDGMENT OF CLAIMS

(A) Carrier shall, 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 thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.

(B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique 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 and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.

Item 530

INVESTIGATION OF CLAIMS

(A) Prompt investigation is required. Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.

(B) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the 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, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.

(C) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

Item 540

DISPOSITION OF CARGO CLAIMS

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however, that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each such advice to the claimant in its claim file thereon.

Item 550

CLAIMS LOSS AND DAMAGE – SALVAGE

(A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall 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 thereon.

(B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

ISSUED: July 22, 2019

EFFECTIVE: July 22, 2019

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Item 560

DISPOSITION OF OVERAGE

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges.

In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same.

Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

Item 570

DISPOSITION OF CONTESTED CARGO CLAIMS

Unless the parties agree to voluntary alternative dispute resolution, disputed claims will be subject to 49 U.S.C. §14706 (the Carmack Amendment) subject to any applicable released evaluation. Claimant waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to carrier as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges.

Item 575

OVERCOLLECTION AND DUPLICATE PAYMENT

Except as otherwise provided herein or in a Motor Carrier Agreement, the Code of Federal Regulations Title 49, Part 378 governs claims for over collection or duplicate payment. Any claim for over collection or duplicate payment must be made in writing and received by Taylor within 180 days from the date of the invoice.

ISSUED: July 22, 2019

EFFECTIVE: July 22, 2019

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**SECTION 6-
COLLECTION AND PAYMENT OF FREIGHT CHARGES**

Item 610

INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

Item 620

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered.

Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them for a period of thirty (30) days from the invoice date, unless otherwise agreed to with shipper in writing.

All invoice disputes must be forwarded in writing to:

Taylor Distributing Co.
Attn: Accounting
9756 International Blvd.
Cincinnati, OH 45246

Item 630

PAYMENT WITHOUT OFFSET

Consignor and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Circular and following and neither consignor nor consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

Item 640

INTEREST AND FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect

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EFFECTIVE: July 22, 2019

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any outstanding indebtedness, shipper shall pay attorneys' fees in the amount of \$500.00 or thirty-three percent (33%), whichever is greater.

In the event legal action is required to collect any charges, the jurisdiction will be Hamilton County, State of Ohio.

Item 650

THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper'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 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 regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

Item 660

PRIORITY OF FREIGHT CHARGE OBLIGATION

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of carrier's rates, the following rules shall apply:

- (1) The intermediary will segregate money due owing to carrier from other accounts.
- (2) Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
- (3) When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
- (4) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
- (5) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges

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EFFECTIVE: July 22, 2019

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in accordance with to Section 7 of the STBOL.

Item 670

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.

ISSUED: July 22, 2019

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EFFECTIVE: July 22, 2019