



TVS, Inc. d/b/a Deep South Freight MC-163871, Birmingham, AL
("Deep South," "DSF", or "Carrier" below)

Deep South Freight Tariff and Terms of Service

This rules tariff and terms of service (the "Tariff") applies to all shipments transported by Deep South Freight in interstate, intrastate, or foreign commerce. This Tariff is maintained at the physical address below and copies are available by contacting Deep South at the address below. It is also available online at www.deepsouthfreight.com. This Tariff is not filed with any government agency.

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1. **SCOPE OF SERVICE.** Deep South will provide service as a for-hire motor carrier transporting freight all kinds except household goods and hazardous waste for disposal between points in the United States (except Alaska and Hawaii) and between points in the United States and points in Canada or Mexico. Deep South utilizes third party services for any transportation in Mexico. Deep South does not operate power units in Mexico. Deep South will provide intrastate motor carriage within states in which it has intrastate authority. Upon request Deep South will disclose its intrastate authorities to interested Shippers.
2. **Definitions.** The following definitions and rules apply to the use of such terms in this Tariff.
 - a. "D.O.T." shall mean the U.S. Department of Transportation.
 - b. "DSF," "Deep South," and "Carrier" shall each mean TVS, Inc. d/b/a Deep South Freight.
 - c. "Shipper" shall each refer to the entities utilizing Deep South's motor carrier services. Shippers may be consignors, consignees, 3PLs, beneficial cargo owners, freight forwarders, and/or freight brokers.
 - d. Free Time Period. Deep South's rates include one (1) hour for loading of shipments by Shipper and one (1) hour for unloading of shipments by consignees and shall be known as the "Free Time Period."

- e. Loading and Unloading.
 - i. "loading" includes (1) Shipper furnishing the Bill of Lading, providing to the driver and Deep South directions or other documents necessary for delivery to consignee, (2) Shipper placing and securing the freight on the trailer, and (3) Shipper notifying Deep South that the equipment is loaded, secure, and ready for shipment.
 - ii. "unloading" includes (1) Deep South surrendering the Bill of Lading to Consignee on shipments billed "To Order", (2) payment of lawful charges to Deep South when required prior to delivery of shipment, (3) removing freight from equipment (or tailgating) by the consignee, (4) the consignee notifying Deep South that equipment is unloaded and ready for pick-up, and (5) the consignee signing the delivery receipt.
- f. Loaded miles. "loaded miles" shall mean the miles traveled by the vehicle under Bill of Lading when performing transportation service from point of origin to final destination via any stop-off point(s).
- g. Premises. "premises" shall mean the entire property at the physical point of pickup and/or delivery of the freight to the Shipper, consignee, or other designated points.
- h. Shipment. "shipment" shall mean a quantity of freight received from one Shipper, at one point of origin at one time for delivery to one consignee at one destination and covered by one Bill of Lading or written shipping order, for transportation in one vehicle, unless otherwise provided.
- i. Site. "site" shall mean a specific location at or on the premises of Shipper, the consignee, or other designated party.
- j. Spotting. "spotting" shall mean the placing of equipment at a site designated by Shipper, the consignee or other designated party, detaching the equipment, and leaving the equipment in full possession of Shipper, the consignee, or other designated party unattended by Deep South's agent and unaccompanied by a power unit. Shipper, the consignee, or other designated party when authorized by Deep South, may move the spotted equipment with its own power units, at its own expense and risk, for the purpose of loading or unloading. Shipper or the consignee shall be responsible for any loss or damage to any equipment caused by Shipper's or the consignee's use of the equipment, negligence or willful misconduct.
- k. Tailgating. "tailgating" shall mean Deep South's or its agent's assistance in unloading vehicles by moving freight to the rear of Deep South's equipment for unloading by the receiver of the freight.
- l. Vehicle. "vehicle" shall mean the tractor-trailer combination or tractor-container with chassis combination used for the transportation of property.
- m. Equipment. "equipment" shall mean the trailer or container with chassis.
- n. Fuel Surcharge. All miles may be subject to fuel surcharge fees according to the applicable fuel surcharge schedule maintained by Deep South.
- o. TOFC. "TOFC" shall mean the movement of goods via a trailer on flat car.
- p. COFC. "COFC" shall mean the movement of goods via container on flat car.
- q. DELAY. "Delay" shall mean an arrival more than one (1) hour after scheduled time for pickup or delivery without giving at least four (4) hours advanced notice of a pending delay.

3. SCOPE OF SERVICE – EXCLUDED CARGO.

- a. In addition to household goods and hazardous waste for disposal, the below listed goods are specifically excluded from Deep South's scope of service and shipping customers agree not tender the same to Deep South. Should Shipper tender any excluded goods/products to Deep South, Shipper agrees to release, defend, indemnify, and hold Deep South harmless from and against any and all claims, damage to people including injury or death, damage to property including loss or damage to property, costs, expenses, settlements, claims, and judgments arising out of Deep South's transportation of excluded items.
- b. The following goods are specifically excluded: jewelry; precious metals; coins; currency; live animals; lottery tickets; explosives, hazardous materials, temperature-controlled goods, animal carcasses, animal skins, and other goods/products described as excluded in this Tariff.

4. APPLICATION OF GOVERNING MILEAGE GUIDE.

- a. Except as otherwise provided in this Tariff, distances shall be computed according to mileage guide PC Miler (the version then currently in use by Deep South) subject to paragraphs (b), (c), and (d) below.
- b. Where the Shipper or consignee request transportation of the shipment over a particular route longer than the truck route in the above-referenced mileage guide, the mileage over the longer specified route will be used in determining charges.
- c. If operation over the guide route or specified route is not feasible because of operating hazards, load limitation of the highways, bridges, underpasses, other highway limitations, or legal restrictions, the mileage computed over the route over which the vehicle transporting the shipment did move will be used in determining the charges.
- d. When shipments move under special permits as required by or obtained from a municipal or state regulatory body or commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used in determining the charges will be the mileage via the route specified in the special permit.

- 5. GOVERNING RATES AND CHARGES.** Deep South's effective rates and charges for transportation and accessorial services are available upon request by contacting Deep South's sales department. Rates and service quotations by our employees will be based upon information provided to Deep South and the terms and conditions of this Tariff, but final rates and service may vary based upon the shipment actually tendered and the application of the terms and conditions contained herein. Unless otherwise agreed to or provided herein, all rates will be calculated on a per mile basis. Rates, charges, and terms of service shall take the following order of precedence: (a) rates, charges, and terms specified by written agreement signed by a VP or higher of Deep South; (b) rates and charges specified in any rate confirmation sheet and terms specified in this Tariff; (c) rates and charges quoted by any pricing analyst of Deep South and terms specified in this Tariff; (d) rates and charges in Deep South's current rate schedule and terms in this Tariff; and (e) rates, charges, and terms as specified in this Tariff.

6. STANDARD RATES.

- a. Deep South's Standard Per Mile Linehaul Rate shall be \$3.00. Carrier's Standard Linehaul Rate shall increase in Shipper's discretion in accordance with (b), (c), and (d) below:
- b. Shipper may request increased shipment liability on a per shipment basis by notifying Deep South in writing at least 48 hours in advance of shipment paperwork, receiving Deep South's agreement to such increased liability in writing from a VP or higher of Deep South, and by paying an increased liability charge calculated as using the Standard Per Mile Linehaul Rate in (b) above plus an additional \$0.50 per mile for every additional \$10,000 of loss or damage coverage desired.
- c. Shippers wanting Deep South to transport new or used machinery shall follow the same procedures in (c)

above and pay a New or Used Machinery Rate equal to the Standard Per Mile Linehaul Rate in (b) above plus an additional \$0.50 per mile for every additional \$10,000 of loss or damage coverage desired.

- d. Shippers wanting Deep South to accept increased liability for delay shall follow the same procedures in (c) above and pay a Liability for Delay Rate equal to the Standard Per Mile Linehaul Rate in (b) plus an additional \$0.50 per mile for every additional \$5,000 of delay coverage desired.

7. **GOVERNING PUBLICATIONS OR REGULATIONS.** All rates, terms, and conditions of Deep South's services are subject to and governed by this Tariff unless a written agreement, separate from any Bill of Lading, is signed by an authorized representative of Deep South and shipper. An authorized representative of Deep South is a vice president (VP) or higher.

8. **BILLS OF LADING – GENERAL.** The terms and conditions of any Bill of Lading or other shipment paperwork shall be invalid and of no effect. Section 5 above shall dictate what rates, charges, and terms apply to any shipments.

9. **CARGO LOSS, DAMAGE, AND DELAY AND LIABILITY LIMITATIONS.**

- a. When Deep South is free from negligence Deep South shall not be liable for loss or damage to goods caused by an act of God, an act of public enemy, an act of authority of law, or an act or default of the Shipper, consignor, consignee, or owner of the goods, or because of the inherent vice or nature of the goods.
- b. Deep South's liability for loss or damage of any shipment shall be based on the actual destination market value of the shipment and shall not exceed \$100,000 per occurrence unless a higher liability limitation has been set in accordance with section 6 of this Tariff. Notwithstanding the foregoing, the measure of damages for any loss or damage to new or used equipment or machinery shall be based on the equipment or machinery's depreciated value and shall be limited to a maximum of \$25,000 per occurrence or \$0.50 per pound whichever is less, unless Shipper pays the increased rate and follows the procedures as set forth in section 6.
- c. Deep South shall only be bound to transport goods with reasonable dispatch unless Shipper pays the rates applicable for expedited shipments as referenced in section 6 of this Tariff. Deep South does not provide expedited services and is therefore not liable for delay. If Shipper wishes to elect liability coverage for delay, Shipper must pay the increased rate as set forth in section 6 above. Deep South's liability for delay of any shipment shall be based on the direct loss incurred by Shipper caused directly by the delay and shall not exceed \$500 per occurrence unless a higher liability limitation has been set in accordance with section 6 of this Tariff.
- d. In no event shall Deep South be liable for any type of consequential, special, or indirect damages including but not limited to loss of income or profits, shipment recovery expenses, and replacement carrier expenses, regardless of whether or not Deep South knew or should have known that such damages might have been incurred.
- e. Notwithstanding anything to the contrary in this Tariff, in no event shall Deep South be required to perform, or be responsible for any damages for failure to perform, any services in violation of any laws or under what Deep South deems to be unsafe conditions.
- f. Deep South shall have the right to inspect any damaged or delayed shipments, and Deep South shall be entitled to salvage for the damaged or delayed shipments, or entitled to reasonable salvage credit for the damaged or delayed shipments if the shipment could have been salvaged. Shipper must provide Deep South with disposition instructions for any refused shipments within 24 hours.
- g. Any claims for loss, damage, or delay against Deep South must be filed by the owner of the goods with

Deep South within nine (9) months after delivery or after a reasonable time for delivery has elapsed. A civil action must be filed within two (2) years and one day after the declination of a claim and Deep South shall have the benefit of insurance on the goods to the extent it would not void such insurance.

- h. Deep South adopts the regulations for (a) the investigation and voluntary disposition of loss and damage claims and processing salvage set forth at 49 C.F.R Part 370 and (b) the processing, investigation and disposition of overcharge, duplicate payment or overcollection claims set forth at 49 C.F.R. Part 378. All civil or administrative actions for the recovery of overcharges or undercharges shall be governed by 49 U.S.C. Section 14705, whether common or contract carriage or transportation for the United States government is involved.
- i. Alteration of the bill of lading without the knowledge or consent of Deep South shall be null and void.
- j. Unless Deep South requires prepayment or guarantee of freight charges at time of shipment, Shipper or the consignee shall be responsible for freight charges on goods actually shipped and Deep South shall have a lien on the property until such charges are paid. On diverted shipments, Shipper or the consignee shall be responsible for full freight charges unless Carrier agrees in writing otherwise.
- k. To the extent any shipments enter into or leave from Mexico, Deep South shall not be responsible for any loss or damage to any shipments, or liability of any kind for injury to persons or damage to property, occurring in or caused by transportation or other services provided in Mexico. Mexican laws will apply to the Mexican portion of any shipment, and all rights, duties, obligations, and standards of liability found under 49 U.S.C. Section 14706 et seq. (otherwise known as the Carmack Amendment) for any such movements or portions thereof are expressly waived.

10. BILLS OF LADING – PREPARATION. Unless otherwise provided:

- a. The name and address of only one shipper and one consignee and only one destination shall appear on a shipping order or bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county or five (5) digit zip code must be shown.
- b. All commodities being transported should be accurately described and the number of articles, packages, or pieces and weight specified. Shipper is responsible for complying with all hazardous materials-related disclosures and notations on all shipment paperwork, including but not limited to the bill of lading.
- c. Any special notation required by law or because of the nature of the commodities shall be on the bill of lading and the shipping equipment.

11. REVISION AND CANCELLATION TO PUBLICATION. Any changes, amendments, revisions, or cancellations of any part or the whole of this Tariff will be dated and published on Deep South's website.

12. CONCEALED DAMAGE CLAIMS. A claim involving loss or damage to a shipment on which Deep South holds a clear record of handling shall be declined unless

- a. Deep South is requested to make an inspection within 5 days after delivery to consignee and afforded opportunity to do so within 7 days after notice;
- b. the property has not been moved from point of delivery to another point prior to discovery and/or reporting of loss or damage;
- c. the damaged property, packaging and containers have been retained for inspection; and
- d. property moved to consignor in a container or package was opened and inspected before tendered to Deep South.

13. COLLECT ON DELIVERY SHIPMENTS (C.O.D.).

- a. Shipments may be consigned C.O.D. Deep South may agree to accept such shipments if the following conditions are met: Deep South's Sales Department must be notified in writing by the Shipper, either through U.S. Mail or via email, that a load is going to be tendered on a C.O.D. basis. Deep South's Sales Department must verify in writing through U.S. Mail or email that Deep South is accepting the load. The C.O.D. fee is the obligation of the consignee, unless otherwise arranged by the Shipper. ACCEPTABLE REMITTANCE: Certified check, bank cashier's check, or money order. EXCEPTION: A personal check of consignee is acceptable only when authorized in writing by the Shipper and shall be in Deep South's possession prior to the unloading. The C.O.D. remittance must be made payable to Shipper. Collection will be forwarded to Shipper or its designated payee within ten (10) days after delivery.
- b. If the C.O.D. shipment moved in interline service, the delivering carrier shall, at the time of remittance of the C.O.D. collection, notify the originating carrier of such remittance. Deep South's responsibility is limited to the exercise of due care and diligence in forwarding the collections to Shipper or designated payee.
- c. The name and street post office address of Shipper and the consignee must be shown on the bill of lading and shipping order.
- d. The letters "C.O.D." must be stamped on such bills of lading and shipping orders immediately before the name of the consignee. The following information must also be shown on such documents: Collect on Delivery \$; and remit to: ; City: ; State: ; C.O.D. Charge of \$; To be paid by Shipper , or Consignee ; Acceptable forms of payment: Bank cashier's check, certified check, money order.
- e. C.O.D. shipments will not be accepted with the privilege of examination or trial, or bearing instructions to collect charges from another firm or person.
- f. Charges: \$25.00 per \$1000 with a minimum charge of \$150 per shipment

14. CONGESTION CHARGE – NYC OUTBOUND.

- a. A charge will be added on shipments originating or picking-up in the New York City area. New York City area will be defined inclusive of zip codes 100-104, 107-108 and 110-119.
- b. Charges: \$250 per shipment

15. EQUIPMENT DETENTION AND STORAGE AT RAIL FACILITY – INTERMODAL ONLY.

- a. Free time is the day of notification, plus one (1) day. Charges will be assessed on any portion of a calendar day thereafter. When free time expires, the rail storage charge is \$150 per day.
- b. Charges: \$150.00 per DAY

16. DETENTION (EQUIPMENT UNITS ONLY) – TRUCKLOAD ONLY.

- a. When the Shipper or consignee requests equipment be spotted at a location designated by the Shipper or consignee for normal loading or unloading purposes, there will be two (2) free days. The day on which the equipment is placed will be defined as day one (1) and the day immediately following will be defined as day two (2), and so on. The computation of time includes Saturdays, Sundays, and holidays.
- b. Charges: \$50.00 per DAY

17. DETENTION (EQUIPMENT UNITS ONLY) – INTERMODAL ONLY.

- a. For any equipment being stored or detained at the Shipper, consignee, or any facility other than a rail

facility, there will be two free days. Day one (1) will be determined to be the day of placement. Day two (2) will be a free day as well. If the equipment is detained by the Shipper or consignee beyond the two (2) free day period, detention will be charged. The computation of time includes Saturdays, Sundays, and holidays. After the 8th day, the charge will be increased to \$100 per day. There will be no maximum on the number of days charged.

b. Charges:

- i. \$75.00 per DAY (DAYS 3 – 8)
- ii. \$100.00 per DAY (DAYS 9 +)

18. DETENTION (TRACTOR AND EQUIPMENT COMBINED – LOADING AND UNLOADING).

- a. Tractor and Equipment detention occurs at a Shipper or consignee when the tractor and equipment are detained more than one (1) hour past the appointment time or time of arrival during business hours, whichever is later. There is no detention charge for the first (1) hour. Any detention in excess of one (1) hour will be charged as indicated. The computation of time includes Saturdays, Sundays, and holidays.

- b. Charges: \$75.00 per HOUR Max Charge: \$750 per DAY

19. DOCUMENTS, SPECIES, AND EXTRAORDINARY ITEMS. Documents, species, and extraordinary value items will not be carried, nor will Deep South be liable unless by special arrangement in writing by a Vice President or higher of Deep South and bill of lading notice at the time of load tender.

20. HAZARDOUS MATERIALS. Deep South hereby adopts the regulations for the transportation and handling of materials considered dangerous and/ or hazardous as set forth at 49 CFR 171, 172, 177, and 397. Deep South is not authorized and will not accept shipments of materials designated by the D.O.T. as "Class 1.1 through 1.4 explosives."

21. PERMIT RESPONSIBILITY. If Deep South is asked to haul materials considered hazardous by the D.O.T., the Shipper is responsible for securing and paying for all permits and fees required by federal, state, or local authorities to haul such materials before Deep South loads and moves such materials. Deep South will provide its federal motor carrier number at time of shipment and the Shipper will indicate this number on all shipping documents, permits, placards, etc. as required by law. The Shipper will provide all necessary documents, placards, permits, etc. to Deep South's driver at time of load departure to make certain the transportation of the shipment is completely legal.

22. EQUIPMENT CLEANUP. On any materials hauled by Deep South considered hazardous by the D.O.T. there will be an additional charge per load to cover all actual costs incurred to clean such equipment that hauled the hazardous material. This charge will be in addition to all other transportation charges and will be added to Deep South's freight bill and indicated as clean-up charges.

23. HAZARDOUS MATERIAL LOADS – HANDLING CHARGE.

- a. When Deep South is tendered Hazardous Materials shipments (mixed or straight Haz-Mat bill-of-lading) requiring placards and special safety handling as required by D.O.T., Deep South will assess the entity responsible for freight charges, a minimum handling charge. If Deep South is required to traverse a special route(s) as required by local or state authority, the additional out-of- route miles created will be subject to the following application and charges set forth in section 47.

- b. Charges: \$350.00 per shipment

24. EXPORT, IMPORT, INTERCOASTAL, OR FOREIGN COMMERCE. The provisions of this Tariff shall be applicable to the extent any loss or damage to a shipment occurs while in Deep South's possession. In the event Deep South's movement of freight is part of a movement in foreign commerce or a movement involving more than one mode of transport, and in the event the freight moves pursuant to a through bill of lading, Deep South shall be entitled

to every defense, limitation, immunity and exemption from liability applicable to any other party to the bill of lading. In no event shall Deep South be liable for any loss or damage to a shipment occurring outside of the U.S. or Canada.

25. **INDEMNIFICATION.** Carrier and Shipper, shall indemnify, defend and hold the other party harmless from and against all losses, damages, liabilities, fines, actions and claims for injury to persons and damage to property (excluding loss, damage, and delay of cargo, which shall be governed exclusively by sections 6, 9, and 26 of this Tariff) brought by third parties to the extent caused by their negligence in connection with their performance herein.

26. **T.O.F.C. EXEMPT MOVEMENTS.** Any Shipper request for T.O.F.C. service shall be subject to the liability for loss and damage, including lading claims and filing procedures prescribed in the rail carrier's circular and/or intermodal rules and policies which shall be available upon request, unless the Shipper requests in writing that the movement be made pursuant to the terms of 49 U.S.C. Section 11706 and agrees to any special rates assessed by the rail carrier.

27. **LOADING EQUIPMENT.**

- a. At the request of the Shipper, Deep South will load the equipment at an additional charge (plus detention).
- b. Charges: \$200.00 per shipment

28. **UNLOADING EQUIPMENT.**

- a. At the request of the consignee, Deep South will unload the equipment at an additional charge (plus detention).
- b. Charges: \$200.00 per shipment

29. **DRIVER TAILGATE.**

- a. If requested by the Shipper or consignee, Deep South or its agent will tailgate (move) product to the rear of equipment as required during the unloading process.
- b. Charges: \$200.00 per shipment

30. **DRIVER COUNT.**

- a. Deep South's rates and loading/unloading charges DO NOT include driver count of the freight. The driver will be present to count freight subject to an additional "Driver Count" charge. The charges will be assessed against the party requesting the driver count unless instructed by the Shipper otherwise. The charges will be based on actual costs incurred and will be in addition to all other detention and loading/unloading charges. The driver's count will be on a pallet basis or a "said to contain" basis. Deep South shall not be responsible for any count if the driver is not given full access to the entire loading and unloading process.
- b. Charges: \$60.00 per HOUR Minimum Charge: \$75

31. **MINIMUM CHARGE.**

- a. The minimum charge for a single shipment from one consignor to one consignee on one bill of lading shall be as noted below (unless otherwise specifically indicated).
- b. Minimum Charge: \$500.00 per shipment

32. **PACKING, PACKAGING, BLOCKING, BRACING, AND SECURING LOADS.**

- a. The Shipper, at its expense, shall properly pack, package, block, brace, and secure all freight to withstand

the full rigors of transportation whether by TOFC/COFC and/or motor carriage. If the Shipper declines to brace, block, or otherwise secure freight, the Carrier may elect to do so (but is not obligated to) and charge the Shipper an additional fee.

- b. Charge: \$250 per shipment

33. PAYMENT OF CHARGES.

- a. Except as otherwise provided below, Deep South will not deliver or relinquish possession of any property transported until all freight charges have been paid in full, in cash, money order, certified check or ACH.
- b. Deep South may extend credit to the Shipper for payment of freight charges; however, such charges must be paid within Carrier's standard credit period. The Standard Credit Period is the period, within the number of calendar days shown below, of sending the freight bill by Deep South to the Shipper. If freight charges are not paid within the Standard Credit Period, the obligation becomes delinquent and subject to interest at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is less, until the amount due is paid in full.
- c. All charges incurred are payable in lawful money of the United States.
- d. Time: 30 DAYS

34. PICK-UP AND DELIVERY SERVICE. Rates named herein include one pick-up and one delivery of each shipment during normal business hours at all points directly accessible to Deep South's vehicles. Pick-up and delivery service does not include loading of shipments into Deep South's equipment nor the unloading of shipments from Deep South's equipment.

35. APPLICATION OF FREIGHT TARIFF (PRECEDENCE).

- a. Rates and rules set forth in this Tariff, except as otherwise specifically provided, shall take precedence over any rules and rates published in any other tariff or terms of service. The most specific rate within this Tariff shall take precedence over any other rate in this Tariff.
- b. A special rate level negotiated for a specific shipment may be issued by an authorized representative of Deep South and shall be immediately confirmed in writing and shall be the determining document. Any notations on the written confirmation by the Shipper will be interpreted as a notation made for a private benefit and information of a party other than Deep South and not part of the offer or acceptance. The terms of this Tariff under which the movement will be made may be incorporated in any special price quotation by reference.

36. RECONSIGNMENT OR DIVERSION.

- a. Reconsignment or diversion of a shipment occurs due to (a) change in name of the consignee; or (b) change in address of the consignee. Deep South will attempt to deliver the diverted or reconsigned shipment. The Shipper or consignee will furnish in writing the name of the party who requested and authorized the diversion or reconsignment. The party requesting diversion or reconsignment shall assume all expenses incurred by Deep South in attempting to deliver the shipment regardless of whether or not its efforts are successful.
- b. Rates and miles computed in same manner as stop-off shipments.
- c. Charges: \$2.00 per MILE Minimum Charge: \$150

37. REDELIVERY.

- a. If a shipment is tendered for delivery and delivery cannot be accomplished, through no fault of Deep

South, no further efforts will be made to attempt delivery, except on request and at an additional charge for each tender. A charge of one hundred fifty dollars per redelivery attempt plus applicable mileage diversion to afford security, custody, or control at the applicable loaded mile rate will be assessed.

- b. Charges: \$150.00 per shipment

38. REQUESTED TRAILER DROP.

- a. When, at the request of the Shipper or Consignee, a trailer is dropped for the convenience of loading and/or unloading, at Deep South's discretion the party making the request will be billed for round-trip deadhead miles to the nearest trailer pool, with a charge as indicated below, in addition to any detention incurred.
- b. Charges: \$2.00 per MILE

39. RETURN OF CONTAINERS/SHIPPING DEVICES.

- a. The charge applicable for the return transportation of containers, shipping devices, or products to be used in restraining, securing, or packing shipments will be the transportation charges paid for the outbound transportation of commodities on which dunnage devices were used unless rates are specifically named. If the rate is lower than the minimum charge listed below, the minimum charge shall apply.
- b. Charges: \$2.15 per MILE Minimum Charge: \$500.00

40. SORTING OR SEGREGATING.

- a. Deep South's rates and loading/unloading charges do not include sorting or segregation of the freight by size, mark, brand, or other distinguishing characteristics if the freight is not loaded in such a segregated manner. The charge shall be assessed against the party requesting the sorting and segregating of the freight irrespective of who pays for the linehaul movement. The charges will be based on actual costs incurred subject to a minimum charge and will be in addition to all other applicable charges. Detention would apply after one (1) hour free time.
- b. Min Charge: \$200.00

41. SPECIAL SERVICES. All accessorial services, materials, and labor requested by the Shipper or consignee and furnished by Deep South for which no charges are specifically provided in this Tariff will be billed to the party requesting the service at the cost incurred by Deep South. The party billed will pay Deep South upon presentation by Carrier of an invoice from an independent supplier covering the services, materials, or labor used on the involved shipment.

42. DEDICATED SERVICES. Service which is custom fashioned to meet distinct and defined needs of a Shipper and described as dedicated service with guaranteed volume from the Shipper and guaranteed capacity from Deep South under specific written agreement of Deep South and the Shipper.

43. STOP OFFS.

- a. Linehaul rates include one stop at point of origin for loading and one stop at final destination for unloading. Each time Deep South is required to stop enroute for purposes of loading and/or unloading, an additional stop will be charged as indicated below. This includes stops within a commercial zone, between docks, on the Shipper's or consignee's premises, and between locations within the city or at a jobsite.

b. Charges:

- i. \$125.00 per STOP (1-1 stop-offs)
- ii. \$150.00 per STOP (2-2 stop-offs)
- iii. \$200.00 per STOP (3-3 stop-offs)
- iv. \$400.00 per STOP (4 + stop-offs)

44. **EXCESS OR OFF-ROUTE MILES.** Deep South will charge mileages based on the shortest truck route practical from origin to destination as shown in the Mileage Guide. Actual miles traveled will be charged when the shortest route is not possible due to (a) Shipper-directed routing, (b) enroute stop-offs, and (c) legal restrictions and highway limitations of vehicles used. The per mile linehaul rate to the final destination will be used to compute the excess mileage charge.

45. **RELOAD RATE.** Reload rate applies only when the same trailer or spotted trailer is reloaded within two (2) hours on a movement to the predetermined agreed upon point(s). If the conditions are not met, the higher rate will apply.

46. **RELOAD – ROUND TRIP.** Round trip reload rate applies only when the same trailer or spotted trailer is reloaded within two (2) hours on a return movement to the origin. If the conditions are not met, the higher rate will apply.

47. **SUBSTITUTED SERVICE.** At its sole discretion Deep South may provide service by substituting intermodal or brokered service for all or a portion of the movement so long as the movement is made at the same rate and under the same rules which govern Deep South's service and Deep South utilizes motor and rail carriers that will assume the same responsibilities to the Shipper in respect to cargo loss or damage and for billing the shipment as provided for in this Tariff. Any intermodal shipments shall be transported under the rail carrier's applicable rail circular terms and conditions.

48. **TRUCKLOAD SALES – DEADHEAD.**

- a. When, at the request of the Shipper, Deep South drops trailer for purpose of a truckload sale, the Shipper will pay deadhead miles to the location of the nearest trailer pool with trailer availability and deadhead miles to pick up a trailer originally dropped for the truckload sale. All miles will be billed at the established rate for that move or at a minimum rate per mile indicated below. Detention will be charged for the length of time trailer is dropped.

b. Charges: \$1.50 per MILE Minimum Charge: \$180.00

49. **VEHICLE FURNISHED BUT NOT USED.**

- a. When Deep South dispatches a vehicle to a point designated by the party ordering the equipment, and the instructions to Deep South are later changed and equipment is not used due to no fault of Deep South, a charge will be assessed for the empty miles traveled by the vehicle ordered but not used. The charge will be based on the miles from the point of dispatch to the nearest point of loading.

b. Charges: \$1.75 per MILE Minimum Charge: \$250.00

50. **WAREHOUSEMAN'S LIABILITY – REFUSED OR UNCLAIMED SHIPMENTS.**

- a. Deep South's liability for loss and damage to shipments shall be that of a warehouseman after notice to the Shipper and tender of delivery to the consignee.
- b. Goods tendered and rejected may be stored in a public or licensed warehouse at point of delivery or closest available point at the owner's cost and Deep South shall have a lien on such goods for freight and other lawful charges including storage costs.
- c. If perishables are involved, Deep South may sell the same at a private or public sale to prevent

deterioration. Proceeds will apply to lawful charges and expenses of Deep South with any balance to the owner of the goods.

- d. If nonperishables are involved, Deep South may, within 15 days after notice of arrival has been duly sent or given, sell the same at public auction to the highest bidder, at such place as may be designated by Deep South. Proceeds will apply to lawful charges and expenses of Deep South with any balance to the owner of the goods.
- e. If the Shipper requests the return of refused or unclaimed goods, Deep South will return the goods at the Shipper's expense.
- f. Once goods are deposited with a third-party warehouseman, Deep South shall have no liability for the goods and the goods shall be the responsibility of the Shipper, the owner of the goods, and the warehouseman.

51. WEIGHT-BASED CHARGE – EXCESS WEIGHT.

- a. The Shipper shall not tender lading, including dunnage, which will exceed applicable overall weight or axle weight limits.
- b. If Deep South is assessed any overweight fine based on any misdescription of the weight of the lading, including dunnage, the Shipper will be assessed a charge equal to the amount of the fine plus a \$100 administrative charge.
- c. Charges: \$100.00 per fine plus the cost of the fine

52. SCALING EMPTY AND LOADED.

- a. Each time Deep South is required to scale a trailer either empty or loaded at any location other than the plant site, there will be an additional charge as indicated below, plus applicable per mile line haul rate.
- b. Charges: \$50.00 Dollars per occurrence

53. WEIGHTS – GROSS WEIGHTS AND DUNNAGE. Transportation charges, if based on weight, will be computed on the actual weight of the entire shipment at time of shipment, including packing, bracing, and other materials with the shipment.

54. TOLLS AND PERMITS. The Shipper shall be responsible for any toll and permit expenses incurred by Deep South in utilizing the applicable routes under sections 4 and 47.

55. GOVERNING LAW AND DISPUTE RESOLUTION.

- a. Any disputes of any kind between a Shipper and Deep South, whether sounding in tort, contract, or other, shall be governed by Alabama law, except to the extent superseded by federal law.
- b. Any disputes of any kind between a Shipper and Deep South shall be venued in state or federal court in Alabama.