

ROY MILLER FREIGHT LINES, LLC, LLC

**SCAC CODE MLLR
DOT # 012663
MC # 120391**

RULES TARIFF 300

NAMING

RATES, RULES AND REGULATIONS

**FOR the TRANSPORTATION of COMMODITIES,
(Except Household Goods)**

BETWEEN POINTS IN	AND POINTS IN
California	California

**This Rules Tariff shall govern the carrier's Bill of Lading
unless specifically overridden in a contract signed by the carrier.**

This Tariff Cancels and Replaces ALL of the Carrier's Earlier Dated Rules of Operation.

For Reference to Governing Publications, Refer to Item 100.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED: November 1, 2011

EFFECTIVE: November 1, 2011

**ISSUED BY:
Danny Miller, Managing Partner
P.O. Box 18419
Anaheim, CA 92817**

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For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC

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Revision 2

Correction No. 21

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▲ Item 605 deleted.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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For explanation of abbreviations and reference marks not explained on this page, see last page.

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CHECK SHEET

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an Original Page.

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SECTION 1

RULES

ITEM

GOVERNING PUBLICATIONS

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.

100

This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, NMF 100, supplements thereto and subsequent re-issues thereof..

FUEL SURCHARGE

105



The following table lists the fuel surcharge to be applied given the applicable California On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.

When the fuel price is at least...	then apply the surcharge below:		When the fuel price is at least...	then apply the surcharge below:	
	LTL (less than 10,000 lbs)	TL (10,000 lbs or more)		LTL (less than 10,000 lbs)	TL (10,000 lbs or more)
\$ 3.00	19.5 %	29.5%	\$ 4.30	32.5 %	42.5%
\$ 3.05	20.0 %	30.0%	\$ 4.35	33.0 %	43.0%
\$ 3.10	20.5 %	30.5%	\$ 4.40	33.5 %	43.5%
\$ 3.15	21.0 %	31.0%	\$ 4.45	34.0 %	44.0%
\$ 3.20	21.5 %	31.5%	\$ 4.50	34.5 %	44.5%
\$ 3.25	22.0 %	32.0%	\$ 4.55	35.0 %	45.0%
\$ 3.30	22.5 %	32.5%	\$ 4.60	35.5 %	45.5%
\$ 3.35	23.0 %	33.0%	\$ 4.65	36.0 %	46.0%
\$ 3.40	23.5 %	33.5%	\$ 4.70	36.5 %	46.5%
\$ 3.45	24.0 %	34.0%	\$ 4.75	37.0 %	47.0%
\$ 3.50	24.5 %	34.5%	\$ 4.80	37.5 %	47.5%
\$ 3.55	25.0 %	35.0%	\$ 4.85	38.0 %	48.0%
\$ 3.60	25.5 %	35.5%	\$ 4.90	38.5 %	48.5%
\$ 3.65	26.0 %	36.0%	\$ 4.95	39.0 %	49.0%
\$ 3.70	26.5 %	36.5%	\$ 5.00	39.5 %	49.5%
\$ 3.75	27.0 %	37.0%	\$ 5.05	40.0 %	50.0%
\$ 3.80	27.5 %	37.5%	\$ 5.10	40.5 %	50.5%
\$ 3.85	28.0 %	38.0%	\$ 5.15	41.0 %	51.0%
\$ 3.90	28.5 %	38.5%	\$ 5.20	41.5 %	51.5%
\$ 3.95	29.0 %	39.0%	\$ 5.25	42.0 %	52.0%
\$ 4.00	29.5 %	39.5%	\$ 5.30	42.5 %	52.5%
\$ 4.05	30.0 %	40.0%	\$ 5.35	43.0 %	53.0%
\$ 4.10	30.5 %	40.5%	\$ 5.40	43.5 %	53.5%
\$ 4.15	31.0 %	41.0%	\$ 5.45	44.0 %	54.0%
\$ 4.20	31.5 %	41.5%	\$ 5.50	44.5 %	54.5%
\$ 4.25	32.0 %	42.0%	\$ 5.55 and over	Add 0.5% per 5¢ increment	

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. The DOE fuel price information is available 24 hrs at 202-586-6966 or at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

DEFINITIONS

110

- (1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (2) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefor.
- (3) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (4) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (5) The term "Regular Working Day" shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (6) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (7) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (8) The term "Legal Holiday" as used herein is defined as:
 - 📖 New Years Day – Jan. 1
 - 📖 Presidents' Day – The 3rd Mon. in Feb.
 - 📖 Memorial Day – The last Mon. in May
 - 📖 Independence Day – July 4
 - 📖 Labor Day – The 1st Mon. in Sept.
 - 📖 Thanksgiving Day – The 4th Thurs. in Nov.
 - 📖 Day after Thanksgiving Day
 - 📖 Christmas Eve – Dec. 24
 - 📖 Christmas Day – Dec. 25

📖 When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.

Accessorial services performed on holidays are at **150%** of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

APPLICATION of TARIFF

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.

150

APPLICATION of RATES, GENERAL

Except as otherwise specifically provided, rates referencing this Tariff:

- 1: Are named in cents per unit specified;
- 2: Include one pickup and/or delivery for each shipment;
- 3: Do NOT include loading into NOR unloading from carrier's equipment.;
- 4: Are for truck and driver ONLY;
- 5: Are named and payable in lawful money of the United States;
- 6: Do NOT include the return of pallets or dunnage;
- 7: Apply within a 15 air mile radius of cities, towns, and other locations named;
- 8: Do NOT include traveling over unpaved roads;
- 9: Are for shipments with maximum dimensions of:
 - A: 8 feet in height from the ground to the top of the load;
 - B: 28 feet in length;
 - C: 8 feet in width.
- 10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)

160

ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES

The carrier will not absorb Port or Rail Head or Yard charges of any sort or other accessorial charges or labor costs. **When not addressed elsewhere** in this publication, **110%** of any such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available. Such charges include but are not limited to:

- 1: Port or rail head charges;
- 2: Bridge, ferry, road, tunnel and turnpike tolls or charges
- 3: Transceiver "Fax" fees or electronic mail access fees.

300

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

BILL of LADING, GENERAL

360

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.

Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

CANCELING ORIGINAL and REVISED PAGES, METHOD of

382

When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.

Examples: "First Revised Page 1" will have the effect of canceling Original Page 1; "4th Revised Page 2" will have the effect of canceling 3rd Revised Page 2 and also 2nd Revised Page 2 as well as any earlier version of Page 2.

EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.

CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT

390

The minimum weight specified applies in connection with each vehicle used to transport the shipment.

That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which cannot be loaded into said vehicle will be charged for as a separate shipment.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

CHASSIS – OBTAINING of

406

When carrier is requested to obtain a chassis or a container unit at a place other than the location of the container unit, a charge of **\$100.00** will be assessed for each such chassis obtained. Such charge will be in addition to all other applicable charges and will be assessed against the consignor. The provisions of this Item do NOT obligate the carrier to obtain chassis, if such chassis are not available.

CLAIMS and OVERCHARGES

407

As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows:

- 1: Such claims must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.
- 2: Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.
- 3: Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.
- 4: Suits for overcharges shall be instituted against any carrier no later than **18 months** from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- 5: Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than **18 months** from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid.
- 6: Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid.
- 7: Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business.
- 8: All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business.

This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer to Section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

C. O. D. SHIPMENTS

430

- 1: Collect on Delivery "COD" shipments will be accepted subject to a charge of **3.5% of the COD amount** collected, subject to a minimum charge of **\$35.50** per freight bill. Charges for collecting and remitting COD amounts will be assessed the party paying the freight charges.
- 2: The letters "C.O.D." must be stamped, typed or written on all bills of lading and shipping orders in **RED letters at least 1 inch in height and ¼ inch thickness of stroke**. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.
- 3: Unless the phrase "CASH ONLY" appears in **RED letters at least 1 inch in height and ¼ inch thickness of stroke** on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.'s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.
- 4: Increasing, decreasing or canceling the COD amount may be subject to a **\$25.00** fee per shipment. Requests must be in writing from the party authorized to make such changes with acknowledgement and guarantee of additional charge.
- 5: Charges for collecting and remitting COD amounts will be billed to the party paying the freight charges unless otherwise specified as prepaid to the debtor or collect to the consignee.
- 6: The COD amount as well as any collect freight charges must be collected at time of delivery without exception.

COLLECTION & PAYMENT of CHARGES

435
▲

- 1: Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within **15 days** from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within **30 days** from the date on the carrier's invoice.
- 2: All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of **\$20.00** per check so rejected.
- 3: The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the 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. Shipper/Consignor agrees that it assumes the risk of nonpayment of freight charges for shipments handles through freight brokers or third party logistics companies, including the risk that the Shipper/Consignor may have to pay the freight charges twice in the event the broker/third party logistics company fails to pay Roy Miller Freight Lines LLC.
- 4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and **regardless of whether legal proceedings are instituted**. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- 5: This shall be applied **ONLY** to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.
- 6: A shipper who is delinquent in paying the freight charges will accrue the following service charges on each delinquent freight bill:
 - A: A late payment service charge of **10%** will be applied to each freight bill, subject to a minimum service charge of **\$20.00**.
 - B: Shipper will have a) up to **15** calendar days from the date of shipper's receipt of carrier's notification, when the date of receipt is documented by a signed receipt, or b) up to **20** calendar days from the date of mailing of carrier's notification, when the date of shipper's receipt is not documented by a signed receipt, in which to present payment in full.
 - C: Non-payment after this time period will result in the shipper paying the carrier's full undiscounted, class rates applicable at the time of shipment, based on the applicable NMFC rating(s).

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC	
ISSUED: Apr. 27, 2016	Revision 2
Correction No. 24	EFFECTIVE: Apr. 27, 2016
SECTION 1	
RULES	ITEM
<u>COLLECTION & PAYMENT of CHARGES (concl.)</u>	
7. Carrier has a lien on freight in its possession for the total amount owed the Carrier by the Debtor for freight, accessorial and other charges (including charges assessed by virtue of Item 435 (6)) accrued on freight previously delivered by Carrier (per California Civil Code Section 3051.5). Carrier may convert any such freight in its possession and subject to its lien to "On Hand Freight". On Hand Freight may be placed in storage, with the Debtor being responsible for storage charges. Carrier's liability for the loss or damage for On Hand Freight shall be that of a warehousemen (per item 675). Carrier shall notify the Debtor of the conversion to On Hand Freight and request all amounts owed. If Debtor has not made full payment within ten (10) days of the second notice, Carrier may sell On Hand Freight in any commercially reasonable manner it chooses, and apply the amounts recovered in the following priority: (1) to costs related to the sale; (2) storage charges; (3) to the amounts owed by the Debtor.	435 conc. ▲
<u>COLON, EXPLANATION and USE of</u>	
Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.	450
<u>CONVENTIONS / EXHIBITION CENTERS</u>	
Shipments to Conventions, Tradeshows, or Exhibition Centers will incur an additional charge of \$ 125.00.	455
<u>CUBIC CAPACITY AND DENSITY</u>	
(A) Shipments which occupy 750 cubic feet or greater and have a density of 6 pounds per cubic foot or less, shall be rated not lower than actual class 150 less any negotiated discounts. (B) Provisions of this item apply in lieu of any negotiated FAK's, unless FAK is established at a higher class than 150. (C) Provisions of this item will not apply on shipments where actual class applied on the bill is higher than class 150. (D) Multiple shipments from the same Shipper on the same day going to the same consignee shall be consolidated and rated as one shipment if the shipments together qualify. (E) A vertical dimension of eight (8) feet is used to calculate cube for units that cannot be top-loaded with like freight or which cannot be top-loaded due to instructions from the Shipper. (F) A horizontal dimension of eight (8) feet is used to calculate cube for units when another of the same sized unit will not fit within the width of the space. (G) Shipments containing palletized freight with no listed dimensions stating otherwise, will be calculated as a standard 48 inch long by 48 inch wide not less than 96 cubic feet per pallet. No inspection or additional paperwork will be required by Carrier. (H) Fuel Surcharge and all accessorial charges shall be in addition to charges defined in this item and shall be collected from the party responsible for the payment of the freight invoice. §(I) When OVER LENGTH (Item 700), Cubic Capacity and Density (Item 458), and or Exclusive Use (Item 550) can and will apply to a shipment, the item which produces the greater revenue shall apply.	458 ▲
<u>CUSTOMS BOND SHIPMENTS</u>	
1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of \$80.00 per shipment will be assessed. 2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.	460
<u>DELIVERY at DESTINATION WITHOUT RECEIPT</u>	
When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.	485
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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ROY MILLER FREIGHT LINES, LLC

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Correction No. 7

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SECTION 1

RULES

ITEM

DETENTION & DELAYS – TRUCKLOAD (10,000 lbs. or more) and UNPAVED ROADS

1: LOADING and UNLOADING

Except as otherwise provided, rates referencing this Rules Tariff allow for 10 minutes per ton of loading & unloading. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of **\$25.00 per one-quarter hour**.

2: UNPAVED ROADS

This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.

500
▲

DETENTION – OTHER THAN TRUCKLOAD (LESS THAN 10,000 POUNDS)

Whenever the elapsed time between commencement and completion of the loading or unloading of shipment exceeds the times allowed per the following table, a charge of **\$40.00 for the first one-half hour** shall be assessed, and then **\$20.00 for each additional 15 minutes**.

505
§

TIME ALLOWANCE

Actual Wight in Pounds	Time allowed (minutes)
1 thru 1999	15
2000 thru 3999	20
4000 thru 5999	30
6000 thru 9999	40
10,000 or more	See Item 500

DETENTION WITHOUT POWER UNITS

1: All charges incurred due to the detention of chassis containers will be billed against the shipment.

2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at \$100.00 per each day of 24 hours or fraction thereof.

510

EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..

520

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC

ISSUED: July 13, 2015

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EFFECTIVE: July 13, 2015

SECTION 1

RULES

ITEM

DETENTION WITHOUT POWER UNITS

- 1: All charges incurred due to the detention of chassis containers will be billed against the shipment.
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510

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Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..

520

EXCLUSIVE USE OF EQUIPMENT

A: Except as otherwise provided in Paragraphs B and C, when full or partial utilization of one or more units of the carrier's equipment is required or demanded by the shipper, or when such demand is made to meet the needs of special conditions, or when the nature of the commodity transported requires full or partial utilization of one or more units of the carrier's equipment, or full or partial utilization of the loading space, transportation charges shall be assessed by applying the class, commodity or contractual rates and provisions governed by this Tariff, based on the applicable distance, subject to the following minimum charges:

550

LINEAL FEET OF LOADING SPACE (In Feet), (In Each Unit of the Carrier's Equipment)		MINIMUM WEIGHT (In Pounds)	RATE ①
OVER	NOT OVER		
5	10	7,000	Class 55
10	15	12,000	
15	20	15,000	
20	28	21,000	
28	35	25,000	
35	40	34,000	
40	48	36,000	
48	–	40,000	

- B: If higher charges will result than those provided in Paragraph A from the application of the actual weight of the shipment at the class rate or rates applicable thereto, then such higher charges will apply in lieu of the charges provided for in Paragraph A.
- C: The shipper, consignee, or person obligated by the shipping document for payment of freight charges shall indicate on the shipping document the lineal feet of loading space in each unit of the carrier's equipment requested. In the event this indication fails to be made, the carrier or its personnel will do so on the shipping order, bill of lading, or shipping document. Such notation will be considered as that of the shipper, consignee or person aforementioned.
- D: A unit of the carrier's equipment will be considered loaded to capacity and fully utilized when it cannot accommodate any additional increments of any of the largest article in the form tendered comprising the entire shipment. Loading shall in no case exceed the maximum weight or height or length which may be transported per unit of the carrier's equipment in accordance with existing highway and safety regulations via the route of movement. Overflow shall be rated as a separate shipment.
- E: Specific discounts and contract rates shall apply, when applicable.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

FRACTIONS, DISPOSITION OF

565

- 1: When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.
- 2: When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound.
- 3: When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period.
- 4: When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows:
 - A: Fractions of less than one-half ($\frac{1}{2}$) cent will be dropped.
 - B: Fractions of one-half ($\frac{1}{2}$) cent or greater will be increased to the next whole cent.

HANDLING FREIGHT at POSITIONS NOT IMMEDIATELY ADJACENT to VEHICLE

567

- 1: Service via elevator to another floor above or below the level accessible to carrier's vehicle:
- 2: Service to points more than 20 feet beyond a position immediately adjacent to the carrier's vehicle.
- 3: Carrier will assess an additional charge of **\$6.50** per CWT, subject to a minimum charge of **\$35.00** per shipment, and subject to a maximum charge of **\$675.00** per shipment.

HAZARDOUS MATERIALS

568

Refer to 49 CFR for provisions governing the movement of Hazardous Materials.

A shipment of Hazardous Materials accepted for transportation will be rated at the rates and charges otherwise applicable to the shipment, subject to a charge of **\$10.00** per shipment.

IMPRACTICABLE OPERATIONS

570

Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.

In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.

Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.

INACTIVITY

571

Carrier reserves the right to cancel negotiated pricing programs due to the lack of shipment activity over a 30 consecutive day period.

INSIDE DELIVERY

573

Carrier will assess an Inside Delivery Fee of **\$6.50** per cwt., subject to a **\$35.00** minimum charge and a **\$500.00** maximum charge per shipment. This applies when Carrier delivers a shipment or portions of a shipment to positions that are located 30 feet or more from the delivery door or to any floor above or below the receiving area.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC

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EFFECTIVE: Apr. 27, 2016

SECTION 1

RULES

ITEM

LIFTGATE SERVICE

585

When customer requests liftgate service, carrier will charge a fee of **\$ 2.00** per cwt., subject to a **\$ 25.00** minimum charge and **\$120.00** maximum charge.

LIMITATION of LIABILITY

600

Carrier's limitations of liability are subject to two primary parts of the 49 U.S.C. 49 U.S.C. §13706 which deals with liability as to carrier freight charges; and 49 U.S.C. §14706 (c) (1) (A) and (B), (The Carmack Amendment), which is an amendment to the Interstate Commerce Act specifically covering a carrier's liability in connection with the bill of lading. The carrier has specific limitations to liability under common law which are outlined in the Bill of Lading Terms and Conditions contained herein.

Carrier liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or **\$2.50** per pound (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of **\$0.50** per pound. Spot Quote rated shipments shall have a maximum liability of **\$0.50** per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of **\$0.50** per pound. Carrier's maximum liability per occurrence shall not exceed **\$100,000.00**.

Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed **\$0.50** per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.

Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.

Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.

MARKING, TAGGING, SORTING or SEGREGATING FREIGHT

620

Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of **\$5.00** per 100 pounds, subject to a minimum charge of **\$50.00**.

MIXED SHIPMENTS

642

Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.

NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT

655

When a shipper's bill of lading requests/requires Carrier to notify or make an appointment with consignee prior to delivery, or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge of **\$10.00** per shipment will apply and be billed to the party responsible for the linehaul charges on the bill.

▲ Item 605 deleted. Items 620, 642, 655 were moved from Rev. 1, Page 13.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC	
ISSUED: Apr. 27, 2016	Revision 2
Correction No. 26	EFFECTIVE: Apr. 27, 2016
SECTION 1	
RULES	ITEM
<u>ON HAND FREIGHT</u>	675
<p>From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor Carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Debtor within twenty-four (24) hours. If disposition instructions are not given by Debtor within ten (10) days of Carrier's initial notification to Debtor, Carrier may offer the lading for sale in any commercially reasonable manner Carrier chooses. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Debtor will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Debtor. If Debtor gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Debtor will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.</p>	\$
<u>OVER LENGTH</u>	700
<p>The following provisions shall apply to shipments of long length cargo:</p> <ol style="list-style-type: none"> 1. Shipments containing article(s) with dimensions eight (8) feet in length but less than twelve (12) feet in length shall be subject to an additional charge of \$50.00 per shipment. 2. Shipments containing article(s) with dimensions twelve (12) feet in length but less than twenty (20) feet in length shall be subject to an additional charge of \$100.00 per shipment. 3. Shipments containing articles(s) with dimensions twenty (20) feet in length but less than twentyeight (28) feet in length shall be subject to an additional charge of \$200.00 per shipment. 4. When the shipment contains an article(s) at least twenty-eight (28) feet in length, the shipment shall be subject to an additional charge of \$300.00 per shipment. 5. These charges shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight invoice. 6. When Over Length (Item 700), Cubic Capacity and Density (Item 458), and/or Exclusive Use (Item 550) can and will apply to a shipment, the item which produces the greater revenue shall apply. 	\$
<u>PAYMENT of FREIGHT CHARGES</u>	720
<p>Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, 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.</p> <p>See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.</p>	
<u>PICKUP or DELIVERY on SATURDAYS, SUNDAYS or LEGAL HOLIDAYS</u>	754
<ol style="list-style-type: none"> 1: The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays. 2: Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional \$ 433.00 per pickup or delivery. 3: Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made. 4: See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays. 	
Item 756 moved to Rev. 2, Page 14. Item 620, 642, 655 moved to Rev. 2, Page 12.	
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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ROY MILLER FREIGHT LINES, LLC

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SECTION 1

RULES

ITEM

PICKUP OR DELIVERY — OTHER THAN DURING REGULAR WORKING HOURS

756

The provisions of this Item will ONLY apply to that portion of the pickup or delivery service performed outside of regular working hours, and ONLY when the shipper or consignee requests such service.

The carrier will pick up or deliver shipments prior to 8 A.M. or after 5 P.M. Monday through Friday for an additional charge of **\$50.00** per hour for truck and driver ONLY. See Item 754 for weekend & holiday pickup or delivery service.

NOTE: (a) The carrier is not obligated to provide such service.

(b) Time shall be computed from the time of departure from carrier's terminal until the time of return to the same terminal.

PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED

780

Unless otherwise provided, the following property will not be accepted for shipment:

- A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.
- B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.
- C: Livestock and household pets will NOT be accepted for transportation.
- D: Household Goods or Personal Effects

Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.

PROOF of DELIVERY

784

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of **\$10.00** per Proof of Delivery "POD" request.

PROTECTION from HEAT or COLD

810

Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection ONLY when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.

- ▲ Item 825 moved to Rev. 2, Page 15.
- ▲ Item 756 moved from Rev. 1, Page 13.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC

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SECTION 1

RULES

ITEM

RATE ESTIMATES

- (A) Carrier may provide customer with a rate estimate and reference number either orally or in writing based on the effective published tariff provision(s) as applicable to those facts concerning the shipment which are made known to the Carrier.
- (B) Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the Carrier or the Shipper.
- (C) All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the weight, commodity(s) shipped and transportation and related services performed in connection therewith. Rate estimates are valid for seven (7) days.

825

RECONSIGNMENT OR DIVERSION

Reconsignment or diversion is defined as being a change in the name or address of the consignee or a change in the shipment destination.

- A. Requests for reconsignment must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
- B. Transportation charges shall be computed from the original origin to final destination, when the diversion point is through the normal route movement. Requests for diversion must be made prior to attempted delivery.
- C. Transportation charges for reconsignment shall consist of original freight charges and additional freight charges from reconsignment point to final destination. Any further movement of a shipment where delivery has been attempted shall be considered a reconsignment.
- D. An additional charge of **\$ 32.00** shall be assessed per diversion or reconsignment.
- E. Only entire shipments, not portions, may be reconsigned or diverted.

840

PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment:

- A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.
- B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.
- C: Livestock and household pets will NOT be accepted for transportation.
- D: Household Goods or Personal Effects

Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.

780

RE-DELIVERY

When a shipment is tendered for delivery and, through no fault of the carrier, such delivery cannot be accomplished, the payor will be charged as if the shipment had been delivered.

Any additional tenders and final delivery shall be treated as a new shipment, with new local charges from whichever terminal carrier is performing the service.

860

▲Item 825 moved from Rev. 1, Page 14.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC	
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Correction No. 14	EFFECTIVE: July 13, 2015
SECTION 1	
RULES	ITEM
<u>REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.</u>	
<p>Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.</p> <p>When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.</p>	870
<u>RESIDENTIAL LIFTGATE</u>	
For use of liftgate at a residential address, Carrier will charge \$ 6.50 per cwt., subject to a \$ 25.00 Minimum Charge and \$ 450.00 Maximum Charge.	875
<u>RESIDENTIAL PICK-UP or DELIVERY</u>	
For Residential Pick-up or Delivery service, Carrier will charge \$ 6.50 per cwt., subject to a \$ 25.00 Minimum Charge and \$ 525.00 Maximum Charge.	880
<u>REWEIGHNG</u>	
Rates referencing this Tariff do NOT include the cost of reweighing shipments. Such reweighing charges will be advanced by Carrier and listed as a separate item at carrier cost plus \$15.00 on the freight bill.	882 §
<u>SHIPPER'S LOAD and COUNT – SL&C</u>	
<p>When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.</p> <p>When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.</p>	884
<u>SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS</u>	
Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at carrier cost plus 10% on the freight bill. (Also see Item 300)	890
<u>STORAGE</u>	
Carrier will store freight at \$ 5.00 per cwt per 24 hrs., subject to a Minimum Charge of \$ 25.00 per day. Storage charges shall commence after two (2) working days of free time.	905
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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ROY MILLER FREIGHT LINES, LLC	
ISSUED: July 13, 2015	Revision 1
Correction No. 15	EFFECTIVE: July 13, 2015
SECTION 1	
RULES	ITEM
<u>SUMMARY INVOICES</u>	
At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.	910
<u>VEHICLES FURNISHED, BUT NOT USED</u>	
When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess a flat charge of \$ 200.00 per piece of equipment requested.	985
<u>WASTE TIRE SHIPMENTS</u>	
Carrier will assess a \$ 10.00 fee on any shipment of waste, scrap, used or adjustment tires due to special manifestation requirements by the California Department of Resources Recycling and Recovery.	988
<u>DIMENSIONAL WEIGHT, COMPUTATION of</u>	
Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are stated to be assessed on the basis of Cubic Dimensional Weight – CDW , the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.	990
A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.	
B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of:	
Length (in inches) X Width (in Inches) X Height (in inches) ÷ 194 = CDW	
<u>WEIGHTS – GROSS WEIGHTS USED</u>	
Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.	991
When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus \$25.00 .	
<u>WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS</u>	
Rates referencing this Tariff are subject to a minimum weight of 714 pounds per lineal foot or fraction thereof of trailer space occupied.	992
<u>WEIGHT in the CALCULATION of PALLET RATES</u>	
In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit or fraction thereof.	993
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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ROY MILLER FREIGHT LINES, LLC

ISSUED: July 13, 2015	Original Page	Correction No. 16	EFFECTIVE: July 13, 2015
SECTION 2			ITEM
BILLS of LADING			2100

BILL of LADING CONTRACT TERMS and CONDITIONS:

Sec. 1. (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with **reasonable dispatch**. In the case of physical necessity, the carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.

(b) Claims for loss or damage must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, **PROVIDED**, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to delivery the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the **next business day** following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within **48 hours** of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within **10 days** of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods can not be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where the carrier is directed by the consignee or shipper to unload or delivery property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

(Continued on next page)

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ROY MILLER FREIGHT LINES, LLC

ISSUED: July 13, 2015	Original Page	Correction No. 17	EFFECTIVE: July 13, 2015
SECTION 2			ITEM
BILLS of LADING			2100

BILL of LADING CONTRACT TERMS and CONDITIONS:- Concluded

Sec 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner’s risk and expense or destroyed without compensation.

Sec. 7. (a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee’s liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier’s bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

Sec. 8. If the carrier’s bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper’s signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of the carrier’s bill of lading as fully as if the same were written on or made in connection with the carrier’s bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the “Carriage of Goods by Sea Act” and any other pertinent laws applicable to water carriers.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 3

EXPLANATION OF ABBREVIATIONS USED IN TARIFFS

AKA Also Known As	LBS. Pounds
Bbl(s) Barrel(s)	LCL Less Than Container Load
C. Hundred Pounds	LTL Less Than Truck Load
CDW ... Cubic Dimensional Weight or Dimensional Weight	M. Thousand Pounds
Chg(s) Charge(s)	MAX. Maximum
C.O.D. Collect on Delivery	MIN. Minimum
Conc. Concluded	NMFC National Motor Freight Classification
Cont. Continued	NOI Not Otherwise Indicated in This Tariff
CWT .. Cents per Hundred-Weight / Cents per 100 Pounds	NOS Not Otherwise Specified in This Tariff
F.C.C.O.D. Freight Charges Collect on Delivery	POD Proof of Delivery
FF Folded Flat	REV. Revision
FPO Fleet (Naval) Post Office	RS or L Other Articles Rated Same or Lower
Gr. Group	SCAC Standard Carrier Alpha Code
Incl. Inclusive	SL&C Shipper's Load and Count
KD Knocked Down	TL Truckload
KDF Knocked Down Flat	Viz. Namely
	Vol. Volume
	WT Weight
	MIN. Minimum

EXPLANATION OF REFERENCE MARKS USED IN TARIFFS

◆ Reduction	▲ Denotes changes in wording which result in neither increases nor reductions in charges
◆ Increase	● No Increase
§ Addition	■ Page without substantive change.
<input checked="" type="checkbox"/> Same Issued Date as Original Title Page	<input checked="" type="checkbox"/> Same Effective Date as Original Title Page
< Less Than	> Greater Than
<= Less Than or Equal to	>= Greater Than or Equal to

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ROY MILLER FREIGHT LINES, LLC

ISSUED: July 13, 2015

Revision 2

Correction No. 18

EFFECTIVE: July 13, 2015

SUMMARY TABLE

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
C.O.D. (Collect on Delivery)	3.5 % of collection	\$ 35.50	430
Chassis, Obtaining of	\$ 100.00 per chassis	\$ 100.00	406
Customs Bond Shipments	\$ 80.00 per shipment	\$ 80.00	460
Detention or Delay – TRUCKLOAD (≥10,000 lbs.)	\$ 25.00 / ¼ hour after free time	\$ 25.00	▲500
Detention or Delay – LTL (<10,000 lbs.)	\$ 40.00 / ½ hour after free time	\$ 40.00	§502
Detention Without Power Units	\$ 100.00 / 24 hrs after 24 hrs	\$ 100.00	510
Liftgate Service	\$ 2.00 per 100 lbs.	\$ 25.00	585
Marking, Tagging, Sorting of Freight	\$ 5.00 per CWT	\$ 50.00	620
Pickup or Delivery on Saturdays, Sundays, Holidays	\$ 433.00 per P/U or Delivery	(Also See Item 110)	754
Pickup or Delivery Other Than Regular Working Hours	\$ 50.00 per hour	50.00	756
Proof of Delivery after 1 free POD / shipper / month	\$ 10.00 per POD	\$ 10.00	784
Reconsignment or Diversion	\$ 32.00	\$ 32.00	840
Reweighting	\$ Cost plus \$15.00	Cost plus \$ 15.00	§882
Special Services	Cost plus 10%	Must see Item	890
Weighing, (Also See Items 991 and 992)	Cost plus \$ 25.00 per weighing	Cost plus \$ 25.00	993

☐ This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

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