

Service Conditions and Rules Circular

This Service Conditions and Rules Circular issued by Twin City Transportation, Inc. outlines the following:

1. Scope of operations and services provided
2. Standard rates and charges
3. Fuel Surcharge
4. Exclusions from delivery obligation & claims
5. Claims liabilities and limitations
6. Claims processing and salvage
7. Credit and collections

Scope of Operations and Services Provided

Twin City Transportation, Inc. (TCT) provides shipments of goods within the contiguous 48 states utilizing dry van and flatbed trailers. A shipment is defined as any amount of goods provided by a shipper that are to be delivered to a consignee. Shipment cannot exceed the maximum legal or safe weight and/or dimensions of the trailer provided by TCT.

All loads that are accepted by TCT are acknowledged solely as shipper load and count and consignee unload and count. Any requirement for the driver to load or unload will result in a lumper charge to be determined by the local business conditions and rates of the contracted lumper service. TCT does not accept COD shipments.

In order to provide service in times of equipment shortage, TCT reserves the right to utilize the MAP-21 compliant services of its affiliated broker, T.C.Trans, LLC, to retain other licensed, authorized and insured carriers. Notice of such substitution will be provided to customer at or prior to dispatch. T.C.Trans, LLC warrants that all service conditions contained herein shall apply and that it will compensate the carrier it retains.

Transportation Rates

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| • Dry Van Local Delivery (under 50 miles from terminal): | \$250.00 plus FSC |
| • Dry Van mileage rate: | \$2.50 per mile plus FSC |
| • Stop offs (other than origin or final destination): | \$75.00 per stop |
| • Driver Detention: | \$75 per hour after first 2 hours |
| • Drop Trailer Detention: | \$150 per day after first 2 days |
| • Truck order not used: | \$250.00 per occurrence |

Unless otherwise agreed to in advance by all parties, all pickups and deliveries will be made during normal business hours, Monday through Friday, holidays excepted.

Proof of delivery will be provided to any of the interested parties for \$25.00 per request.

Fuel Surcharge

TCT standard rate of fuel surcharge is \$0.01 for every \$0.05 over \$1.20 based on the US average diesel prices as listed on <https://www.eia.gov/petroleum/gasdiesel/>.

Exclusions from Delivery Obligation & Claims

TCT will not be liable for service failures and claims caused by:

- Acts of GOD
- Acts of public enemy
- Acts of shipper
- Acts of public authority
- Any factors beyond the control of TCT that create impractical or unsafe operations
- Or the inherent nature or vice of the goods

Claims Liabilities and Limitations

TCT will not be liable for any special, incidental, indirect or consequential damages (including, without limitation, lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper and/or consignee as a result of overage, shortage, or damage to shipments.

Unless otherwise indicated, all shipments will be rates as "FAK" or freight of all kinds, shipments for named customers and are subject to a maximum cargo liability of \$1.00 per pound per article.

Claims Processing and Salvage

All claims for loss, damage, injury or delay are to be construed in accordance with the federal regulations set forth in 49 CFR 370. Claims must be filed with TCT within nine (9) months of the occurrence, must be submitted in writing and delivered to the current office location of TCT. The written notice of claim must include sufficient facts to identify the shipment, the asserting of liability for loss, damage, or delay; and making the claim of a specified and determinable amount of money. TCT will not consider bad order reports, appraisals, notations, of shortage or damage on bills of lading, etc. TCT will acknowledge any claim within thirty (30) days and will indicate to the claimant what, if any, additional documentary evidence is required. Claimant will allow TCT sufficient time to investigate the claim, with a minimum of five (5) days allowed for inspection of the goods. TCT may at its own discretion require the consignee to provide a certified statement in writing that the property was not received by the consignee or any other party. Any refused, unclaimed and/or undelivered freight will be sold at a place and time of TCT's choice. Both the shipper and consignee will be notified in writing thirty (30) days prior to sale of the property. TCT will retain the cost of transportation and storage of the property with any remaining balance forwarded to the appropriate party(s).

Credit and Collections

All shipments and services are billed net 15 day, non-payment can result in interest of 1.5%, loss of any or all rate discounts, and/or a collection penalty of 10% being assessed to the freight bill. TCT further reserves the right to collect any collection agency fee or attorney fees resulting in the collection of past due shipment or service invoices. Property brokers, freight forwarders, and third party logistics companies will be considered the agent for any shippers they represent and are subject to the same terms and conditions stated above. All shipper's agents are required to hold all charges in a constructive trust. Per the Bill of Lading Act, TCT reserves the right to place a lien on any undelivered freight and/or subsequent shipments for payment on past due charges. TCT also requires all shippers and their agents to waive their right to submit payments without setoffs for any claims against TCT.

All payments should be mailed to the following address:

Twin City Transportation, Inc.

PO Box 190118

Little Rock, AR 72119

The invoice number must be included for proper application of payment. TCT is not responsible for any late application of payments to an account if this information is not provided with the payment.