

# WYNNE TRANSPORT SERVICE, INC.

WYNT

CERTIFICATE NO MC-114725

GENERAL RULES PUBLICATION  
TARIFF WYNT 100

NAMING  
ACCESSORIAL SERVICES  
AND  
GENERAL RULES AND REGULATIONS

APPLIES IN CONNECTION WITH TARIFFS, PRICE TABLES, RATE SCHEDULES, TRANSPORTATION  
AGREEMENTS AND CONTRACTS MAKING REFERENCE HERETO

---

APPLICABLE ON INTERSTATE, INTRASTATE AND FOREIGN COMMERCE.

---

FOR GOVERNING PUBLICATIONS, SEE ITEM 100.

---

EFFECTIVE: April 1 2009

---

ISSUED BY:  
WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**CHECK SHEET**

Effective Date: July 1 2010

Pages of this tariff shown below are effective as of the date shown thereon.

\* - Indicates pages included with this filing. This check sheet will be revised as pages to this tariff are revised or added.

Page No.	Current Filing	Page No,	Current Filing
Title	Original	20 *	1 <sup>st</sup> Revised 7/1/10
1 *	1 <sup>st</sup> Revised 7/1/10	21	1 <sup>st</sup> Revised 7/1/10
2	1 <sup>st</sup> Revised 7/1/10	22 *	1 <sup>st</sup> Revised 7/1/10
3	1 <sup>st</sup> Revised 7/1/10	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29 *	1 <sup>st</sup> Revised 7/1/10
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	1 <sup>st</sup> Revised 7/1/10
17	Original	37	1 <sup>st</sup> Revised 7/1/10
18	Original	38	Original
19	Original	39	Original

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Table of Contents**

Subject	Page #
CHECK SHEET .....	1
Table of Contents .....	2
GOVERNING PROVISIONS .....	4
Item 100 Governing Publications.....	4
Item 110 Operating Authority .....	4
RULES TARIFF INSTRUCTIONS AND OVERVIEW .....	5
Item 120 Instructions – How to Use This Publication.....	5
Item 121 Application of Tariff.....	5
Item 122 References to Publications.....	5
Item 123 Canceling Original and Revised Pages, Except the Title Page.....	5
Item 130 Definition – Shipment .....	5
Item 135 Definition – Holidays.....	5
FUEL SURCHARGE .....	6
Item 145 Fuel Surcharge.....	6
APPLICATION OF RATES .....	7
Item 150 Application of Rates and Charges .....	7
Item 151 Application of Rates – Backhaul Loads .....	7
Item 152 Application of Rates – Return/Multiple Shipment Loads .....	7
Item 153 Application of Rates – Return of Shipment Rejected After Delivery .....	8
Item 154 Application of Rates – Rejected Shipments .....	8
BILLS OF LADING .....	9
Item 300 Bills of Lading – Contract Terms and Conditions .....	9
Item 301 Bills of Lading, Multiple.....	13
Item 302 Bills of Lading Supplier Changes.....	13
CLAIMS.....	14
Item 400 Claims – Loss and Damage - Filing of Claims .....	14
Item 401 Claims – Loss and Damage – Acknowledgment of Claims .....	14
Item 402 Claims – Loss and Damage - Investigation of Claims .....	15
Item 403 Claims – Loss and Damage - Disposition of Claims .....	15
Item 404 Claims – Loss and Damage – Processing of Salvage.....	15
Item 420 Prepayment and Payment Terms .....	16
Item 425 Constructive trust and Interest.....	16
GENERAL RULES, REGULATIONS AND ACCESSORIAL SERVICES.....	17
Item 430 C.O.D. SHIPMENTS.....	17
Item 450 Detention - Vehicles with Power Units .....	18
Item 451 Detention – Overnight Layover .....	18
Item 460 Distances – Method of Computing.....	19
Item 470 Detour or Restricted Routes .....	19
Item 480 Deadhead Mileage .....	19
Item 490 Rental of Equipment/Service Work/Pump-Out of Tanks * ♦ ▲ .....	20
Item 491 Calibrating Meters *▲ .....	20
Item 500 Spotting and Positioning of Equipment .....	20
Item 520 Impracticable Operations.....	21
Item 530 Loading and Unloading Service.....	21
Item 531 Loading/Unloading Railcars.....	21

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
 PO BOX 8700 OMAHA NE 68108-0700

Item 540 Document, Info & Fax Service ..... 21

Item 545 Blind Shipments \* ..... 22

Item 600 Charges – Alternation Of ..... 22

Item 601 Charges – Disposition of Fractions ..... 22

Item 602 Charges – Method of Computing ..... 22

Item 620 Permits – Special ..... 23

Item 630 Pickup or Delivery Service ..... 23

Item 640 Chains Required ..... 23

Item 650 Cleaning and Waste Disposal ..... 24

Item 651 Heel Disposal – Excessive ..... 25

Item 652 Nitrogen Blanket ..... 25

Item 700 Re-Consignment or Diversion ..... 26

Item 725 Released Value ..... 27

Item 760 Re-Delivery ..... 27

Item 770 Labor Disturbances ..... 28

Item 775 Sunday Holiday Call Out Charges ..... 28

Item 780 Charges for Additional Hose ▲ ..... 29

Item 781 Special Services – Drumming ..... 29

Item 782 Return of Shipper-Owned Trailer ..... 30

Item 783 Expedited Service/Teams ..... 30

Item 784 Special Services – Heating or Steaming ..... 31

Item 785 Unloading with a Bomag Distributor ..... 31

Item 800 Stop Offs ..... 32

Item 820 Tolls ..... 33

Item 850 Cancellation of Orders – Vehicles Order/Not Used ..... 33

Item 900 Weighing and Weights (see Note) ..... 34

Item 910 Postponement of Delivery While Unit is En Route ..... 35

ACCESSORIAL CHARGE LISTING ..... 36

Item 3000 Accessorial Services and Charges Schedule ..... 36

ABBREVIATIONS AND REFERENCE MARKS ..... 38

Item 9000 Explanation of Abbreviations and Reference Marks ..... 38

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**GOVERNING PROVISIONS****Item 100 Governing Publications**

This tariff is governed, except as otherwise provided, by the following tariffs or publications and by supplements or amendments thereto or re-issues thereof.

## TITLE OR KIND / ISSUING AGENT / NUMBER OR DESIGNATION

Hazardous Materials / American Trucking Assn. / ATA 111-L  
Mileage Guide/ Rand McNally Milemaker Version 19 – PRACTICAL MILES

**Item 110 Operating Authority**

## Operating Rights

Wynne Transport Service Inc. MC114725 Sub 119

Common Carrier over irregular routes between points in the US (except AK and HI)

Transporting general commodities (except class A & B explosives and household goods)

Wynne Transport Service Inc. MC114725 Sub 118

Contract Carrier over irregular routes between points in the US

Transporting general commodities (except class A & B explosives and household goods)

Wynne Transport Service Inc IOWA No LC-44 Docket MC 503

Common Carrier between all points in Iowa

Transporting all Liquid Products, in bulk, in tank vehicles.

Wynne Transport Service, Inc. KANSAS MC ID No. 100601 Docket 85, 067 M

Common Carrier between all points in Kansas

Transporting Liquid bulk commodities (including pressurized liquid gases)

Wynne Transport Service, Inc. MISSOURI MO T-23,106

Common Carrier over irregular routes between all points in Missouri

Transporting property (except household goods and hazardous materials as designated in 49CFR 172.101 which are regulated under 49CFR parts 100-172)

Wynne Transport Service, Inc. NEBRASKA M-11349

Common Carrier between points in Nebraska over irregular routes.

Transporting Petroleum products, general commodities.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**RULES TARIFF INSTRUCTIONS AND OVERVIEW****Item 120 Instructions – How to Use This Publication**

Accessorial services which carrier is willing and able to provide are identified throughout this publication not only by description, but by a one-to-three character alpha code. This alpha code is shown within the text of each item number where references to any charges associated with accessorial services are made. For a condensed list of all accessorial services, codes and the corresponding charges see item 3000. More detailed explanations of services are provided under individual item numbers.

**Item 121 Application of Tariff**

This publication applies on all interstate, foreign and intrastate commerce between all points authorized. Rules apply for any services provided or shipments made under any tariffs or contract schedules.

**Item 122 References to Publications**

When reference is made to a particular publication, tariff, item or provision, such reference shall include supplements to or reissues of such publication, tariff, item or provision.

**Item 123 Canceling Original and Revised Pages, Except the Title Page**

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1<sup>st</sup> Revised Page". A revised page cancels any un-cancelled, revised or original page which bears the same page number.

**Item 130 Definition – Shipment**

Except as otherwise provided, a shipment is any quantity of freight received from one shipper at one point at one time for one consignee at one destination covered by one bill of lading.

**Item 135 Definition – Holidays**

The following days shall be considered holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**FUEL SURCHARGE****Item 145 Fuel Surcharge**

This Fuel Surcharge will act as a Blanket Supplement to all of the following publications and all other Wynne publications referring hereto for applications of a fuel surcharge adjustment:

- Wynne Transport Price Table, Original effective date January 15, 1997 and all revisions and series thereof
- 1. The U.S. Department of Energy's (DOE) weekly Diesel Fuel Price Index as shown in Transport Topics, and posted on the DOE website at <http://tonto.eia.doe.gov> or available by phone at 1-(202) 586-6966, will be used as announced each Monday, or on Tuesday when Monday is a federal holiday\*.
- 2. Wynne Transport Fuel Surcharge is based on the Midwest Average (PADD2) prices
- 3. The Surcharge will be adjusted and effective each Monday based on the DOE index amount of the previous Monday (or Tuesday\*) as determined by the corresponding percentage shown in the table below.
- 4. Should fuel prices raise to \$5.025pg or above, fuel surcharge will be calculated as follows. Fuel surcharge will increase an additional one percent for every \$.07 per gallon increase in fuel.

Price Per Gallon		Surcharge Percentage		Price Per Gallon		Surcharge Percentage		Price Per Gallon		Surcharge Percentage
0.000	1.384	0%		2.505	2.574	17%		3.765	3.834	35%
1.385	1.454	1%		2.575	2.644	18%		3.835	3.904	36%
1.455	1.524	2%		2.645	2.714	19%		3.905	3.974	37%
1.525	1.594	3%		2.715	2.784	20%		3.975	4.044	38%
1.595	1.664	4%		2.785	2.854	21%		4.045	4.114	39%
1.665	1.734	5%		2.855	2.924	22%		4.115	4.184	40%
1.735	1.804	6%		2.925	2.994	23%		4.185	4.254	41%
1.805	1.874	7%		2.995	3.064	24%		4.255	4.324	42%
1.875	1.944	8%		3.065	3.134	25%		4.325	4.394	43%
1.945	2.014	9%		3.135	3.204	26%		4.395	4.464	44%
2.015	2.084	10%		3.205	3.274	27%		4.465	4.534	45%
2.085	2.154	11%		3.275	3.344	28%		4.535	4.604	46%
2.155	2.224	12%		3.345	3.414	29%		4.605	4.674	47%
2.225	2.294	13%		3.415	3.484	30%		4.675	4.744	48%
2.295	2.364	14%		3.485	3.554	31%		4.745	4.814	49%
2.365	2.434	15%		3.555	3.624	32%		4.815	4.884	50%
2.435	2.504	16%		3.625	3.694	33%		4.885	4.954	51%
				3.695	3.764	34%		4.955	5.024	52%

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**APPLICATION OF RATES****Item 150 Application of Rates and Charges**

All rates and charges in this tariff and in other tariffs or schedules referring hereto are stated in U.S. currency. All units of measure for rate application, quantities and minimums are stated in standard U.S. measurements. Specific point rates take precedence over mileage state rates or mileage table rates. Mileage state rates take precedence over mileage table rates. On shipments with stop offs to destinations in more than one state, the applicable rate for the entire shipment will be the highest rate of any state where a stop or final delivery is made. Mileage table rates will apply when no other specific point or mileage state rate exists for the movement.

**Item 151 Application of Rates – Backhaul Loads**

Rates herein apply only on shipments wherein the carrier is able to coordinate a backhaul load with an initial outbound load. Authorized carrier personnel shall verbally advise the tendering party whether a backhaul rate applies, which said notification shall be confirmed in the written billing to the party paying the transportation charges for said movement. Notations on the carrier's bill of lading concerning backhauls are for the carrier's internal accounting purposes only, and have no bearing upon or relationship to a determination of the applicability of this rule.

**Item 152 Application of Rates – Return/Multiple Shipment Loads**

When, by prior arrangement, an initial (outbound) shipment is tendered to carrier, and in conjunction with this initial shipment, carrier is tendered another succeeding shipment suitable for transportation in the same vehicle the following conditions and charges will apply:

- (a) The shipper must request both outbound and return load and show on the outbound Bill of lading, or attachment thereto, the name and location of the consignor and consignee of the return load.
- (b) Return loads must be consigned to the shipper of the outbound movements located at the same point.
- (c) The shipper or consignee of the return load shall have the interior of the tank-trailer cleaned, at his expense, if cleaning is required in order that the return load can be handled satisfactorily. Time consumed cleaning in excess of one and one-half hours shall be subject to detention charge per Item 450 When, as the result of shipper loading hours, it is necessary for carrier's vehicle to remain overnight at point of origin of the return load, an overnight layover charge and detention charges shall be assessed against the return movement.
- (d) The rate on the return movement will be **MLT** cents per mile from destination to original origin of the return load, minimum charge **MLT**
- (e) When the origin point of the return load is not located at the same point as the destination of the outbound move, miles in excess of the round-trip distance of the outbound movement will be charged for at **MLX** cents per mile.
- (f) The provisions of this item will not apply when specific round-trip or return load rates are published in tariffs, schedules or contracts referring hereto.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 153 Application of Rates – Return of Shipment Rejected After Delivery**

If a shipment is rejected in whole or in part after delivery has been accomplished, and upon instructions by the shipper or consignee, the shipment will be returned to the original point of origin of the shipment, charges for the return movement shall be the full rates and charges computed from tariffs referring hereto in effect at the time of the return movement.

If injurious, mixed or contaminating characteristics are discovered subsequent to release and departure of carrier's equipment and carrier is later requested to return all or any portion of a previously delivered shipment back to point of origin, such shipment will be subject to the full rate and minimum applicable on date of movement.

**Item 154 Application of Rates – Rejected Shipments**

If, for any reason not ascribable to the carrier (see note A), all or any portion of a shipment is refused or rejected at the destination and, upon instructions from the shipper, consignee or their agent, is returned to point of origin, rejected shipment will be subject to the following provisions:

A charge based on **RP** percent of the outbound rate, applicable from origin to destination, effective on the date the shipment is returned, provided that the rejected shipment is returned prior to the release and departure of carrier's equipment from destination. Rejected shipments moving under the provisions of this item will be subject to the full applicable outbound minimum.

If a shipment is moving under backhaul provisions of this tariff, or a specific commodity rate that is subject to a "backhaul basis only" provision and all or any portion of the shipment is rejected by consignee at destination and, upon instructions from the shipper is returned to point of origin, the rejected shipment will be subject to a charge based on 100% of the applicable outbound rate from origin to destination.

After carrier has been released, departed from the destination point and shipping documents were endorsed as having the shipment delivered intact, shipment will not be considered as having been rejected and the provisions of item 153 will now apply.

Upon instructions by the shipper or consignee, the shipment may be re-consigned subject to the provisions in Item 700. (See note B)

Note A: For the purpose of this rule, a shipment shall be deemed "refused" or "rejected" when the consignee cannot be located or delivery cannot be accomplished at the address or delivery site shown in the bill of lading.

Note B: Time consumed waiting for disposition of such refused or rejected shipment will be considered part of the unloading time and detention charges will be assessed in accordance with Item 450.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**BILLS OF LADING****Item 300 Bills of Lading – Contract Terms and Conditions**

All shipments handled are subject to the provisions of the Contract Terms and Conditions reproduced herein:

**Sec 1**

- (a) Carrier's legal liability for loss or damage to goods is limited to an amount not exceeding \$100,000. (See Item 725)
- (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request, or resulting from a defect or vice in the property, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack or capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

**Sec 2**

- (a) No carrier is bound to transport said property by any particular schedule, or vehicle, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right, in case of physical necessity, to forward said property by any carrier or route between the point of shipment and the points of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

- (b) As a condition precedent to recovery, claims must be filed in writing with carrier issuing this bill of lading, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed, or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.
- (c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: PROVIDED, that the carrier reimburse the claimant for the premium paid thereon.

## Sec 3

- (a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vehicle, warehouse or other storage facility, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse or other storage facility at the point of delivery or other available at point, then in other available storage facility, at the cost of the owner and there held without liability on the part of the carrier, and subject to a lien for all freight and other consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in storage shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the place in which such property has been stored, subject to the provisions of this paragraph.
- (b) Where non-perishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to received it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier;

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor, notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published.

PROVIDED, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

- (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale:

PROVIDED, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

- (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs 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.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance, it shall be paid of the owner of the property sold hereunder.
- (f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or until loaded into cars, vehicles or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, landings, or other places, shall be at owner's risk until such trailer or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

## Sec 4

Every party, where the principal or agent, shipping 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, and such goods may be warehoused at owner's risk and expense or destroyed without compensation

## Sec 5

The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all rates and charges therein have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges.

PROVIDED, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment re-consigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so re-consigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charge. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection, it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

## Sec 6

If this 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 to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

## Sec 7

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

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Sec 8**

Any billing to and/or collection of freight charges from a person other than the owner or consignee at the request or direction of the owner or consignee shall not in the event of non-payment by said third party relieve the owner and/or consignee of their obligation to pay said charges as set forth in Sec 5 hereof.

**Sec 9**

In the event of conflict between provisions of Carrier's tariff/rules publication as well as contracts subject or referring hereto and shipping orders or other documents prepared by the shipper or consignee in connection with this shipment, the provisions of Carrier's tariff shall prevail and control.

**Item 301 Bills of Lading, Multiple**

When shipper, consignee or third party responsible for tendering shipment to carrier requests that multiple bills of lading be used to identify commodities to be hauled, addition charges may apply.

A maximum of two (2) petroleum bills of lading and one (1) alcohol/ethanol bill of lading per shipment will be allowed. Substitutions of one bill of lading type for another are not permissible. When carrier is requested to obtain additional petroleum or alcohol bills of lading a charge of **\$BLM** per bill of lading may be assessed to the party tendering shipment to carrier, or party responsible for payment of freight at carrier's discretion.

**Item 302 Bills of Lading Supplier Changes**

When a shipment is tendered to carrier and upon arriving at the loading facility carrier's driver finds that the requested supplier either does not have product available, or the shipper is not set up to pull product off that supplier, and said driver is then required to contact carrier operations for further instructions, as fee of **\$BLS** may be assessed to the party responsible for tendering shipment.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**CLAIMS****Item 400 Claims – Loss and Damage - Filing of Claims**

- (a) **Claims in writing required.** A claim for loss, damage, injury, or delay to cargo will not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (b) below, with carrier, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.
- (b) **Minimum filing requirements.** A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and
- (1) containing facts sufficient to identify the shipment (or shipments) of property involved
  - (2) asserting liability for alleged loss, damage, injury, or delay, and
  - (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- (c) **Documents not constituting claims.** Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts or other documents, or inspection reports issued by carrier or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- (d) **Claim filed for uncertain amounts.** Whenever a claim is presented against carrier for a uncertain amount, such as "\$100 more or less", the carrier will determine the conditions of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

**Item 401 Claims – Loss and Damage – Acknowledgment of Claims**

- (a) Carrier will, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge receipt of such claim in writing to the claimant within 30 days after the date of its receipt by carrier unless the carrier has paid or declined such claim in writing within 30 days of the receipt thereof. Carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (b) The carrier will at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipts, if any, covering the shipment involved. At the time such claim is received and the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear in the carrier's written acknowledgment of receipt to the claimant.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 402 Claims – Loss and Damage - Investigation of Claims**

- (a) Prompt investigation required. Each claim filed against a carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to the receipt of the claim.
- (b) Supporting documents. When a necessary part of an investigation, each claim must be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made there from certified by the claimant to be true and correct with respect to the property and value involved in the claim, or certification of prices or values, with trade or other discounts, allowance, deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon. Provided however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the carrier will, before voluntarily paying a claim thereof, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

**Item 403 Claims – Loss and Damage - Disposition of Claims**

Carrier will pay, decline or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier. Provided however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to claimant in its claim file thereof.

**Item 404 Claims – Loss and Damage – Processing of Salvage**

- (a) Whenever material, goods, or other property transported by a carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee or person entitled to receive such property, carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property to fairly and equally protect the best interest of all persons having an interest therein.
- (b) Whenever disposition of salvage material or goods will be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that the carrier's salvage records will fully reflect the particulars of each such transaction or relationship or both as the case may be.
- (c) Upon receipt of a claim on a shipment on which salvage has been processed in the herein-before prescribed, the carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or person lawfully entitled to receive the same.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**(d) COLLECTIONS****Item 420 Prepayment and Payment Terms**

- (a) Carrier reserves the right to require prepayment of all charges or satisfactory assurance of payment when, in its judgment, it is necessary to do so.
- (b) On shipments originating in the U.S. destined to a province in Canada or state in Mexico, the line haul freight charges, and the per day trailer use charges must be prepaid by the shipper.
- (c) When carrier allows customers a credit period of payment of charges, the following credit terms will apply.
- (d) Payment must be paid within 30 days of presentation of freight bill (defined as the postmark date mailed or the date of the EDI electronic transmission of freight invoice). On shipments in which the Shipper generates payment without first receiving an invoice, the payment of charges is due within 30 days after the date of delivery the shipment.
- (e) Presentation of bills and mailing of payments are defined in 49 CFR 1320.4, Code of Federal Regulations.

**Item 425 Constructive trust and Interest**

Unless proper and satisfactory credit arrangements have been made, all transportation and other lawful charges shall be due and payable before surrender and delivery of property to the consignee or owner thereof.

In the event that the shipper, consignor, or consignee, or any other responsible third party involved in the movement fails to pay carrier's freight bill for transportation services performed within 30 days of the date of billing, the carrier will charge an additional 2% per month on the outstanding indebtedness for collection, handling, late fees and interest on charges not paid within 30 days of billing.

In the event the 2% per month charge described above is prohibited by any state, federal or local statute or regulation, then the charge to be assessed will be reduced to the maximum rate not otherwise prohibited.

In the event that the carrier deems it necessary to retain the services of a collection agency and/or legal counsel to collect any outstanding indebtedness, then the liable party, i.e. shipper, consignor, consignee, or third party, will also pay for all reasonable collections expenses and legal fees incurred by the carrier in attempting to collect the outstanding indebtedness.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**GENERAL RULES, REGULATIONS AND ACCESSORIAL SERVICES****Item 430 C.O.D. SHIPMENTS**

Collect on Delivery (C.O.D.) shipments will be accepted subject to the following provisions:

- (a) Bills of Lading and Shipping Order must be plainly endorsed "C.O.D Shipment", with the amount to be collected inserted therein.
- (b) Unless written instructions to the contrary are given by the shipper at the time the shipment is made, payment of the amount of the C.O.D. by check, money order or other means mutually agreed to by the shipper and carrier, other than cash, will be acceptable.
- (c) The amount of the C.O.D. must be collected at the time such shipments are delivered to the consignee and remittance will be made to the shipper or other person designated by the shipper as payee promptly and within ten days after delivery.
- (d) A charge of **\$COD** shall be made for the collection and handling of each C.O.D. bill collected and such charge shall be in addition to all other applicable charges.
- (e) Time consumed making collection of the amount of the C.O.D. will be considered part of the unloading time and detention charges will be assessed in accordance with Item 450.
- (f) Freight and C.O.D. charges must be prepaid.
- (g) When carrier is instructed to collect the C.O.D. en route prior to delivery, specific rates in tariffs referring hereto will not apply. In lieu thereof, apply mileage rates over the route from origin to destination via the point at which the C.O.D. is collected.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 450 Detention - Vehicles with Power Units**

- (a) Loading, unloading or other delay time will run from the time carrier's vehicle arrives at point of entry (guard gate/check-in point of premises) for site of loading/unloading/services until such time all connections have been removed, necessary shipping and receiving documents have been executed and the vehicle is released for departure.
- (b) \* ▲ One hour free time will be allowed for loading at origin on petroleum Products (Gasoline, Light Distillates, LPG and others as listed under the specific rates shown on page 3-4a of the WTS Price Table). Two hours free time will be allowed for loading at origin on all other commodities. See paragraphs (d) and (f).
- (c) Two hours free time will be allowed for unloading at destination. See paragraphs (d) and (f).
- (d) On shipments stopped in transit for partial loading or unloading, two hours free time will be allowed at each point of loading or unloading.
- (e) Time consumed in excess of free time for loading/unloading/or delays for any reason beyond the control of the carrier, will be charged for at the rate of **\$DL** Per hour of fraction thereof. The party (shipper or consignee) causing the delay will be responsible for payment of such charge, except as provided in paragraph (f).
- (f) Other delays for waiting at toll bridges, ferries, customs and ports of entry will not be allowed any free time and will be assessed charges per paragraph (e). The party responsible for the payment of the line haul freight charge will be charged for any such time.
- (g) If free time has been exceeded, the driver, upon leaving the site of loading or unloading, will leave with the shipper or consignee a written or printed memorandum showing the date, time of arrival, time of departure, cause for delay, if known, bill of lading number, freight bill or order number, or any other information identifying the shipment. The driver will sign such memorandum and will request the representative of the shipper or consignee to do likewise. If shipper/consignee refuses to sign, they must pay all detention charges applicable without any. A copy thereof, as proof of delay, will accompany all bills for vehicle detention rendered by the carrier.

**Item 451 Detention – Overnight Layover**

- (a) When carrier's vehicle arrives at the place of loading/unloading during normal working hours (see NOTE 1) and shipper/consignee cannot load/unload the vehicle for any reason beyond the control of the carrier, thereby making it necessary to remain at origin/destination until the start of the next working day, charges shown below shall be made for such overnight layover (see NOTE 2) and such charge shall be in addition to all other charges. If that unit cannot locate suitable facilities for layover at origin/destination, the miles traveled to and/from site available for layover will be charged for at **LOM** cents per mile subject to a minimum charge of **\$LOM**

Single Driver Unit	--	\$ <b>LO</b> Each
Team Driver Unit	--	\$ <b>LO</b> Each

- (b) When consignee elects to unload carrier's vehicle regardless of time of arrival, the provisions of item 450 will apply.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

NOTE 1 The term "normal working hours" as used herein applies to the period of time commencing at 8:00 a.m. and continuing to and including 5:00 p.m. If consignee elects to unload the vehicle during normal working hours, consignee indemnifies carrier against all additional costs or expenses resulting from such unloading operations.

NOTE 2 The term "overnight layover" as used herein applies to the period of time commencing at 5:01 p.m. and continuing to and including 7:59 a.m. the following day, during which time carrier's driver will be released from duty.

#### Item 460 Distances – Method of Computing

Distances shall be computed from mileages over paved, all weather roads as determined using the Rand McNally TDM Milemaker latest release, or if not provided therein, those mileages shown in Household Goods Carrier's Bureau, Agent, Mileage Guide No. 19 ICC HGB 100-F, supplements thereto, or reissues thereof.

When State, County, or Municipal laws, regulations, or detours prohibit transportation of the minimum provided on the commodity transported or roads have a gross vehicle weight of less than 80,000 pounds over the highway route, distances shall be computed as follows:

Determine the distance from origin to destination over which the shipment can be transported. That is the distance to be used to arrive at mileage rates provided in tariffs referring hereto.

#### Item 470 Detour or Restricted Routes

- (a) When due to Act of God, public enemy, riots or insurrections, highways are impassable and/or when bridges, ferries, tunnels or roads are closed by Federal, State, City or County or other Government Authorities, for rebuilding, repair or for other reasons requiring the carrier to detour, the carrier will transport shipments at the mileage rates in tariffs referring hereto, applicable over the practicable highway route over which the vehicle can be moved from origin to destination.
- (b) When Federal, State, Municipal or other regulations prohibit the transportation of shipments via any highway, bridge, ferry or tunnel over the practicable routes, the carrier will transport shipments at the mileage rates in tariffs referring hereto, applicable over the practicable highway route over which the vehicle can be moved from origin to destination.

#### Item 480 Deadhead Mileage

- (a) When carrier is required to dispatch equipment to perform transportation service from a point where carrier's equipment is not domiciled, a charge of \$ **DH** per mile, will be made for any deadhead mileage and such charge shall be in addition to all other charges. Deadhead mileage is the mileage from point of dispatch of the equipment to site of loading, thence to destination and thence to initial point of dispatch of equipment which is in excess of the mileage from site of loading to destination and return to site of loading.
- (b) Any out-of-route mileage incurred when positioning equipment for any services to be performed will be charged for at \$ **RLC** per mile subject to a \$ **RLC** minimum charge.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 490 Rental of Equipment/Service Work/Pump-Out of Tanks \* ♦ ▲****(a) Tractor or Tractor-Trailer**

When a unit of equipment with driver is furnished for hourly service work, the charge shall be \$     per hour or fraction thereof subject to a four (4) hour minimum. Such time will be computed from the time of dispatch of the equipment until it returns to the point of dispatch. Services provided after hours shall be charged at the rate of \$     per hour or fraction thereof also subject to a four (4) hour minimum. After hours refers to the period of time beginning at and including 9:01pm through and including 5:59am the following morning.

Charges for the tank cleaning and heel disposal will be as provided in Item 650.

(\* **PO, PPL, INM, PT**)

**(b) Service Pick-up Truck**

When a service pick-up or pickup truck with pump trailer and driver is furnished to perform service work, delivery of accessorial equipment or assist in conjunction with a unit rental, a flat charge of \$ **ST** per day will apply, plus a charge of \$ **ST2** per hour per man for the pickup's driver and any other additional personnel.

**Item 491 Calibrating Meters \* ▲**

\*

(a) When equipment and driver are furnished for hourly service for the purpose of Calibrating meters and requested to proceed empty to service site without an accompanying load, the charge shall be \$ **CAL** per hour or fraction thereof subject to a four (4) hour minimum. Such time will be computed from the time of dispatch of the equipment until it returns to the point of dispatch. Services provided after hours shall be charged at the rate of \$ **CAL** per hour or fraction thereof also subject to a four (4) hour minimum. After hours refers to the period of time beginning at and including 9:01pm through and including 5:59am the following morning.

(b) When equipment and driver are furnished for hourly service for the purpose of Calibrating meters along with an accompanying load of product, the charge shall be \$ **CAL** per hour or fraction thereof for all time involved to perform the task.

**Item 500 Spotting and Positioning of Equipment**

(a) When a carrier's tank vehicle or other type trailers are spotted for loading, unloading or other services for the convenience of the shipper or consignee, a charge of \$ **TRL** for each twenty-four (24) hour period, or fraction thereof, will be made up to 30 days. After 30 days the rate for this charge will increase to \$ **TRL2**. Such charges shall be in addition to all other charges.

(b) When carrier's tank vehicle or other type trailers are left at the site of loading, or unloading for pickup at a later date, a charge of \$ **RLC** per mile from the loading or unloading site to the carrier's terminal and return, subject to a minimum of \$ **RLC** will be made and such charge will be in addition to all other applicable charges.

(c) Carrier shall notify the party requesting spotting service of the location of its terminal or site of available equipment prior to dispatch of its equipment.

(d) The time carrier's equipment is spotted under the provisions of paragraph (a) for this item will not be considered detention time for the purpose of assessing charges provided in Item 450.

(continued on following page)

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

- (e) When carrier's tank vehicle transporting foreign commerce is left at the port of entry or border city for interline with a foreign carrier, a charge of **\$TLX** for each 24 hour period, or fraction thereof, that the tank vehicle is in the foreign carrier's possession, will be assessed. All charges under this provision shall be paid by the party responsible for payment of the U.S. line haul freight charges.
- (f) Any out-of-route miles traveled in order to position equipment for services will be charged for at **\$ORM** per mile, subject to a **\$ORM** minimum charge.

**Item 520      Impracticable Operations**

Nothing in this tariff shall require carrier to pick up, transport or deliver shipments when, through no fault or neglect of carrier, it is impracticable or unsafe to do so because of:

- (a) the conditions of roads, streets, alleys or premises;
- (b) inadequate loading or unloading facilities;
- (c) loading or unloading conditions, requirements or practices which tend to create reasonable apprehension of danger to persons or property.

**Item 530      Loading and Unloading Service**

- (a) Except as otherwise provided, in paragraph (d) and other items in this tariff containing accessorial charges for services other than the line haul movement, rates in tariffs referring hereto include loading and unloading of carrier's vehicle.
- (b) The shipper and consignee shall designate the site at which loading and unloading service is to be performed. All receptacles of insufficient capacity, responsibility for such loading or unloading, including unloading into tanks or receptacles of insufficient capacity, or unloading into wrong tanks, shall be that of the shipper or consignee, or their agent.
- (c) Carrier shall attach hoses to outlet or intake line or make other necessary arrangements to permit loading and unloading of the vehicle, as designated by shipper or consignee, or their agent.
- (d) When prior arrangements are made by the shipper with carrier, loading may be performed by the carrier with automatic metering equipment furnished by the shipper.
- (e) Contamination or mixture of products must be reported to carrier in writing within 24 hours after delivery of the shipment purported to be contaminated or mixed with other products.
- (f) If a service truck is required at the loading/unloading/service site facility to accomplish loading or unloading, then charges per Item 490 will apply in addition to all other charges.

**Item 531      Loading/Unloading Railcars**

When shipments are loaded or unloaded into or out of rail cars at sites where loading and unloading facilities and transloading equipment are not maintained and operated by the shipper, a transloading charge of **\$RR** per service will be made for each tank truck vehicle loaded or unloaded.

**Item 540      Document, Info & Fax Service**

When carrier is requested to provide shipment info to customer other than the documents presented at time of freight invoicing, the following charge may be assessed for each transmission (including mailing copies or sending fax) of documents, weights and charges per shipment. Document Info Charge -- **\$DOC**

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 545 Blind Shipments \***

When the party responsible for payment of freight charges requests that the carrier provide a bill of lading where the shipper and/or consignee information is not given; requests that carrier ships to a different consignee than indicated on the original bill of lading and/or requests that the carrier change either or both the shipper or consignee information on the bill of lading at the time of pickup, a charge of **\$BS** will apply. Such charges shall be in addition to all other charges.

**Item 600 Charges – Alternation Of**

On shipments of commodities where alternating rates are provided therefore, the charges will be determined based on the following calculations.

When the charge based on the higher rate at actual weight, barrels or gallons (but not less than the minimum specified for the higher rate) exceeds the charge based on the lower rate at the actual weight, barrels or gallons (but not less than the minimum for the lower rate), the latter charge will apply.

**Item 601 Charges – Disposition of Fractions**

When computing charges, fractions of less than one-half (1/2) cent will be dropped and those of one-half (1/2) cent or more will be increased to the next whole cent.

**Item 602 Charges – Method of Computing**

- (a) For the purpose of computing transportation charges, the shipper must furnish the weight, gross number of barrels or gross and net number of gallons on the shipment being transported.
- (b) Except as otherwise provided, when charges are provided on an hourly basis in this tariff or in tariffs referring hereto, fractions of an hour will be charged for as follows:

<u>Time</u>	<u>Charge</u>
1 minute to 15 minutes	¼ hour
16 to 30 minutes	½ hour
31 to 45 minutes	¾ hour
46 to 60 minutes	1 hour

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 620 Permits – Special**

When, due to the size, weight or nature of a shipment, or due to restrictions in an area requiring entry by the carrier's vehicle to perform pickup or delivery of a shipment, a special permit (other than annual permits) and/or indemnity bond is required under the laws or regulations of a state or of a political subdivision, the following will apply:

- (a) Where shipper obtains the required documents and delivers to the carrier at his terminal or to the driver at time of pickup – No charge.
- (b) Where carrier obtains the required documents, a charge of **\$SP** will be assessed for each permit or bond in addition to the cost thereof, if any.

**Item 630 Pickup or Delivery Service**

Except as otherwise provided, the rates named in tariffs referring hereto include, as to each shipment, one pickup and one delivery at a place directly accessible to carrier's vehicle at all points within the limits of the cities, towns, villages and other points from and to which the rates apply.

- (a) The term "pickup" as used herein means the service performed by carrier in calling for and accepting a shipment.
- (b) The term "delivery" as used herein means the service performed by carrier in transporting and placing the vehicle as designated by the consignee for unloading.

**Item 640 Chains Required**

When road conditions, local regulations or law enforcement personnel require that tire chains be used en route in order to complete shipment for the customer, a fee of **\$CHN** will apply each time driver is required to hoop up tire chains in order to complete delivery of the shipment.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 650      Cleaning and Waste Disposal**

Commodities will be accepted for transportation only after satisfactory arrangements have been made between the consignor and/or consignee and the carrier for the cleaning of trailer equipment, as well as complete and total disposal of wash water and/or product residual remains resulting from the transportation of said products. All charges connected with the tank cleaning and disposal of the product residue shall be paid by the party responsible for payment of the line haul freight charges.

1. When carrier furnishes a tank or hopper-type trailer for the transportation of commodities and the unit must be cleaned before it is returned to service, the charges set forth below shall be assessed on the initial loading. These charges, expressed in dollars per cleaning, are in addition to all other applicable charges such as heel disposal and compartment charge.
  - (a) The charges shall not be made on subsequent loading of the same tank trailer when cleaning is not required, so long as the trailer remains continuously in the exclusive use of the same consignor.
  - (b) When two or more commodities named in this item are shipped at one time in a compartmented tank trailer, the applicable cleaning charge will be the highest applicable charge on any commodity in the trailer.
  - (c) When it is requested, and/or the loading requires a multi-compartmented tank trailer, a charge in addition to the standard applicable charge will be assessed at **\$WC** for the compartmented unit. (Not applicable when the carrier, for his convenience, provides a compartmented tank in lieu of a single compartment tank).
  - (d) When the commodity, because of its inherent nature, requires cleaning and disposal at only certain authorized facilities designed to handle these said commodities, a charge of **\$ORM** per mile for all miles incurred to and from these facilities will be assessed, subject to a minimum charge of **\$ORM**.
  - (e) When the actual costs for cleaning exceeds the amounts shown under paragraph 3, the actual cost to the carrier may be assessed in lieu of the charges shown in paragraph 3.
2. Charges for tank cleaning will not be assess under the following conditions:
  - (a) If after the transportation service has been performed, the carrier is able to immediately utilize the same tank for a subsequent shipment of same commodity without interior cleaning.
  - (b) Where cleaning is not actually performed at the expense of the carrier. If immediately subsequent to shipment, the consignor or consignee elects to clean the tank at their own facilities or an outside facility and pay all expense incurred, including carrier's detention at the rate shown in Item 450 while unit is being cleaned.
3. Charges per cleaning will be assessed as follows:

Cleaning charges are **\$W** per single tank cleaned and subject to the additional charges for compartments, disposal or other related services in this tariff (see exception below).

\* Exception:

Cleaning charges are **\$W** per tank vehicle cleaned when product hauled is herbicide or fungicide and may be subject to the additional charges for compartments, disposal or other related services in this tariff.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 651 Heel Disposal – Excessive**

- (a) Carrier requires inspection of interior of tanks, after unloading, by consignee and removal of all remains of the commodity adhering to the inner surface of tank and where any quantity is allowed to remain in tank, carrier will have same removed, as per paragraph (b), and will dispose of same by whatever means available and consignee or shipper will forfeit any claims to salvage.
- (b) If, upon completion of a shipment, product heel in excess of two gallons remains in the carrier's tank, requiring draining and proper disposal before cleaning, a charge of **\$WH** per gallon for each gallon (see EXCEPTION) will apply, subject to a minimum charge of **\$WH**. This charge will be in addition to all other applicable charges and is to be paid by the party responsible for the cleaning charges.
- (c) Waste Treatment Surcharge – Any wastewater treatment surcharges will be advanced to the party paying for cleaning and heel disposal.

EXCEPTION: When the heel disposal is performed by commercial cleaning/disposal vendor instead of at carrier's facility and the actual cost of the heel disposal and waste treatment surcharge is less than the charge state herein, then the actual cost paid may be assessed as the disposal charge/waste treatment surcharge.

**Item 652 Nitrogen Blanket**

When the Customer requests the additional precaution of a Nitrogen Blanket be provided after loading, and a qualified vendor is available to perform this service within a reasonable distance from the loading location, Carrier will obtain this service on behalf of the customer. Carrier will charge the party responsible for the linehaul freight a flat fee of **\$NB** for the service. Fee covers the normal charges associated with providing a Nitrogen Blanket including, but not limited to, miscellaneous parts, Pressure Test, Labor and Nitrogen.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 700 Re-Consignment or Diversion**

A shipment may be diverted or re-consigned subject to the following provisions:

- (a) The term "Diversion or Re-consignment" means a change in the name of the consignee and/or destination, or any other instructions given to the carrier requiring an addition to or change in billing necessary to affect delivery, or involving an additional movement of equipment.
- (b) When a shipment is diverted or re-consigned to a different delivery site within the corporate limits of the billed destination point, charges will be based on the applicable rate from point of origin to destination.
- (c) When a shipment is diverted or re-consigned en route and its continued movement involves a return haul to the original shipping point, or in the direction of the original shipping point, charges will be assessed at mileage rates in tariffs referring hereto. (See Paragraph f).
- (d) When a shipment is diverted or re-consigned after having left the point of origin, charges will be assessed at the applicable through rate over route of movement from point of origin to destination, provided the point of diversion or re-consignment is directly intermediate on the shortest available highway route between the point of origin and final destination; otherwise, charges will be assessed at mileage rates in tariffs referring hereto. (See paragraph f)
- (e) The charge for each diversion or re-consignment will be **\$RCS** and such charge will be in addition to all other applicable charges.
- (f) When shipments are diverted or re-consigned as provided in paragraphs (c) and (d) distances are to be computed as follows:
  - (1) Determine the distance from origin to point of diversion.
  - (2) Determine the distance from point of diversion to final destination or delivery site.
  - (3) The total of the distances determined under (1) and (2) above will be used to determine mileage commodity rates in tariffs referring hereto.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 725 Released Value**

- (a) Rates and charges in this tariff and in tariffs/schedules referring hereto are subject to a limitation of liability of carrier to an amount not exceeding \$100,000 based upon a value of \$100,000 or less established by written declaration of the shipper or by written agreement between the carrier and shipper of a value of \$100,000 or less.
- (b) Carrier has no rates and charges applicable to the movement of shipments wherein carrier's maximum liability may exceed \$100,000. When the value of the cargo transported exceeds \$100,000, the shipper or consignee, as the case may be, may acquire insurance, at its expense, to cover such excess value.

**Item 760 Re-Delivery**

If, upon delivery, consignee cannot unload shipment and carrier is instructed to hold shipment at carrier's terminal or other designated site for redelivery at a later date, the following charges shall apply:

- (1) If shipment is to be re-delivered to the consignee at a distance within 50 miles of carrier's terminal or designated site, an hourly charge of **\$RD** per hour shall apply, subject to a minimum charge of **\$RD**. Time will be computed from the time the unit departs the terminal or designated site until it returns to the same.
- (2) If shipment is to be re-delivered to the consignee at a distance of greater than 50 miles from the carrier's terminal or designated site, a mileage charge of **\$ORM** per mile shall apply for all miles traveled, in addition to an hourly charge of \$xx for all time spent at consignee's location as outline in Item 450, paragraph (a).
- (3) Spotting charges as provided in Item 500, paragraph (a) shall apply in addition to the charges provided above.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 770 Labor Disturbances**

- (a) During the time the normal operations of a shipper's plant are interrupted by labor disturbances, accompanied by violence or imminent threat thereof, carrier may dispatch equipment to pick up shipments. If the equipment is not permitted to enter the plant because of picketing or any other condition due to labor disturbances, accompanied by violence or imminent threat thereof, it shall be considered as a cancelled order and the provisions of Item 850 shall apply.
- (b) If the carrier is not permitted to enter the premises of the consignee at the point of destination for delivery of a shipment due to labor disputes, accompanied by violence or imminent threat thereof, the shipment shall be considered as refused or rejected and the provisions of Item 154 shall apply.
- (c) Upon written request from shipper or consignee to attempt to provide service at the site at which a labor disturbance exists, accompanied by violence or imminent threat thereof, carrier will obtain personnel, if available, to operate equipment to attempt to enter and/or depart from such site subject to the following charges per man:
- **\$LD1** per hour, or fraction thereof, minimum 4 hours, for all travel in pickup or passenger automobile
  - **\$LD2** per hour, or fraction thereof, minimum 8 hours, for all travel in tractor/trailer unit
  - **\$LD3** per 24-hour period, or fraction thereof, for food and lodging
  - **\$LD4** per hour, or fraction thereof, subject to a minimum charge of 8 hours for operation of equipment
- (d) Charges provided in this item shall be computed from the time such personnel leaves the point of dispatch until their return thereto and shall be in addition to all other applicable charges. Such charges shall be paid by the party placing the written request for service provided in this item.

**Item 775 Sunday Holiday Call Out Charges**

When consignor or consignee specifically requests pickup or delivery service be performed on a Sunday or Holiday for any load that is not scheduled for week-end Holiday delivery on an on-going basis, and thus requires that a driver and unit be called out from a non-working off duty status to provide service to the customer, the customer will be subject to an additional a charge equal to **SUN%** of the linehaul charges.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 780 Charges for Additional Hose ▲**

Carrier will furnish 60 feet of 2" hose under the rates and provisions of tariffs referring hereto at no additional charge. Additional hose will be furnished, if available, subject to the following provisions:

- (a) When prior arrangements have been made, additional sections of hose will be furnished, if available, at a charge of **\$EH** per section and such charge will be in addition to all other applicable charges.
- (b) When prior arrangements have not been made, and it is necessary for the carrier to dispatch a service truck to either origin, destination or another point en route to provide additional hose, a charge of **\$EH2**, from point of dispatch to such site and return, subject to a four (4) hour minimum plus hose charges as provided under (a) will be made and such charges will be in addition to all other applicable charges. Carrier shall notify the party requesting additional hose of the location of its service truck prior to dispatch thereof.

**Item 781 Special Services – Drumming**

When all or part of shipment is unloaded into drums or containers, other than bulk storage facilities, the following provisions will apply:

- (a) When drumming service is performed by the carrier's driver or carrier's pump or nozzles are used during the drumming, a charge of **\$DRM** per hour for all hours involved will apply. Such time will be computed from the time carrier's driver begins the service until he/she has completed the unloaded process and has been released by consignee. Any unloading free time will be waived by the consignee when carrier's personnel are required to participate in the drumming/ barreling process.
- (b) The party, shipper or consignee, requesting drumming service shall indemnify and hold harmless carrier and/or its agent from and against any and all liability for property loss or damage, personal injury and expenses of whatever kind or nature which might result either directly or indirectly from such service.
- (c) Drumming service will not be provided on corrosive liquids or poisons.
- (d) When carrier is required to furnish hose, nozzles, or other related equipment, arrangements must be made with carrier to do so prior to dispatch of equipment, and charges in Item 490 and 780 will apply.
- (e) Charges provided herein shall be in addition to all other applicable charges. The party requesting drumming service shall be responsible for such charges.

NOTE: Any additional labor necessary to perform drumming service must be furnished by the shipper or consignee, or when requested in advance, will be furnished, if available, at a charge of **\$ST2** per hour per man from the point of dispatch until return thereto, subject to a four (4) hour minimum.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 782 Return of Shipper-Owned Trailer**

When a shipment is transported in a shipper-owned trailer, and it is requested that the trailer be disconnected from the tractor and left at the delivery point for return to the point of origin at a later date, the charge to return to destination later to pick up the trailer and return to original origin will be the same as the original line haul load charges or **\$RLC** per mile for all miles traveled, whichever is greater.

**Item 783 Expedited Service/Teams**

When carrier is required to provide two (2) or more drivers in order to expedite delivery, or for other reasons, a charge of **EXP** cents per loaded mile shall apply.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 784 Special Services – Heating or Steaming**

When steam heat is required to heat commodities moving in steam coiled trailers in order to accomplish loading or unloading at temperature requested by shipper or consignee, such steam heat will be furnished by the shipper or consignee. If steam heat is applied to commodity while in consignee's plant or if the shipper or consignee arranges to pay direct for the cost of steam heating of the commodity at a location outside the consignee's plant area, charges listed below will be assessed by the carrier for the delayed time required to heat the commodity, including travel time between the consignee's plant and the steam heating facilities if outside the consignee's plant area.

It shall be the responsibility of the shipper or consignee to make arrangements for the use of steam or other heating facilities at its own expense, although carrier will, if requested, attempt to locate such facilities and make arrangements for their use provided, however, that the shipper or consignee shall agree to be responsible for any expense incurred for the use of such facilities.

Carrier will not be responsible for any consequential damages resulting from the overheating or under heating of the product.

Any out of route movement or travel from and to loading and/or unloading site for the purpose of steaming will be billed in accordance with the positioning charges in Item 500 (Spotting or Positioning Equipment). Time required for steam heating the commodities in order to accomplish the unloading will not be considered detention of equipment for purpose of assessing charges as provided in Item 450 (Detention).

The charges for the delay time of drivers and/or equipment to perform heating or steaming will be **\$DLS** per hour and there will be no free time allowed for this service.

When carrier provides the heating or steaming service at its facilities, the charge for such heating/steaming service will be **\$STM** per hour, minimum four (4) hours.

**Item 785 Unloading with a Bomag Distributor**

When consignee requires that the trailer be equipped with the capability to hook up to and unload with a Bomag Distributor in order to unload asphalt, asphalt products or emulsified asphalt along the jobsite as it progresses a flat fee of **\$BMG** per load will be charged to the party responsible for the linehaul freight charges. All time consumed in performing this function will be considered part of the unloading process and detention charges will be assessed in accordance with Item 450.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 800 Stop Offs**

Shipments may be stopped in transit at point of origin or destination, or at points en route between origin and destination, to complete loading or to partially unload, subject to the following provisions:

- (a) Only one order number shall be issued to cover the entire shipment.
- (b) The bill of lading or shipping order shall show the name and address of the shipper and consignees and the name or names and address or addresses at the point or points at which the vehicle is to be stopped, together with the quantity and description of the freight to be loaded or unloaded.
- (c) Two (2) stops, excluding the initial stop for loading and final stop for delivery will be permitted to complete loading and unloading.
- (d) The charge for each stop, excluding the initial pickup and final delivery stops, shall be **\$ES** and such charge or charges shall be in addition to all other applicable charges.
- (e) Shipments loaded at two or more points within the corporate limits of the same city or town shall be considered as being stopped in transit for partial loading under the provision of this item.
- (f) Shipments unloaded at two or more points within the corporate limits of the same city or town shall be considered as being stopped in transit for partial unloading under the provisions of this item.
- (g) On shipments stopped for partial loading and unloading, charges will be determined on the basis of the applicable minimum weight, barrels or gallons, or actual weight, barrels or gallons, if greater, of the entire shipment from any point where any portion of the shipment is loaded to the point where any portion is unloaded from and to which the highest charges are applicable. Such charges are to be computed at mileage rates over the highway route from origin to destination via the stop off point or points, unless a specific commodity rate is published for the stop off movement.
- (h) Rates in effect on the date of initial loading will apply.
- (i) Stopping in transit for partial unloading will not be permitted on C.O.D., "order notify" or corrosive liquid shipments.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 820 Tolls**

When the highway route the vehicle can legally traverse from origin to destination or from destination back to origin requires use of toll bridges, ferries, or roads, the actual toll charge assessed the carrier shall be charged to the party responsible for payment of the line haul freight charges. Any time consumed waiting at or on the bridge or ferry shall be charged for at the rate of **\$DT** per hour and will be billed to the party responsible for the line haul freight charges.

**Item 850 Cancellation of Orders – Vehicles Order/Not Used**

When an order for transportation is placed and later cancelled for reasons beyond the control of carrier, the following charges will apply.

(a) Vehicles Ordered/Not Used

If cancellation is made before the equipment leaves carrier's terminal or point of dispatch, a flat charge of **\$CAN** will be assessed for vehicle ordered not used.

(b) Cancellation After Unit En Route

If cancellation is made after unit has left terminal/point of dispatch, the following charges will apply:

In addition to the charges listed in (a) above a charge of **\$ENU** per mile for all miles incurred from point of dispatch to the Unit's turnaround point and back to the point of dispatch will be assessed, subject to a minimum charge of **\$ENU**. The shipper shall be responsible for payment of charges provided in this item. When a tank is loaded or partially loaded prior to cancellation of order, charges for the cleaning of the tank vehicle will be as provided in Item 650.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 900 Weighing and Weights (see Note)**

- (a) When weighing service is provided by the shipper at loading site, or consignee at unloading site, without charge to the carrier, time consumed in weighing the vehicle will be considered as part of the loading/unloading time and detention charges will be assessed in accordance with Item 450.
- (b) When weighing service is performed at point of origin, other than at loading site, a charge of **\$SCL** will apply. Also, a charge of **\$ORM** per mile for each additional mile the carrier is required to operate, will be assessed for each weighing service.
- (c) When carrier is requested to re-weigh a shipment en route at a point directly intermediate to destination point on the route over which transportation charges are based, a charge of **\$SCL** will be assessed for each weighing service.
- (d) When carrier is requested to re-weigh a shipment en route or at destination and it is necessary to deviate from the route over which transportation charges are based, a charge of **\$SCL** plus **\$ORM** per mile for each additional mile, or fraction thereof, the carrier is required to operate, subject to a minimum charge of **\$ORM**, will be assessed for each weighing service and such charge will be in addition to all other applicable charges.
- (e) When a vehicle is weighed on public scales, the shipper or consignee shall be responsible for the cost of such service in addition to all other applicable charges.

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

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**Item 910 Postponement of Delivery While Unit is En Route**

When scheduled delivery is postponed/delayed after carrier's equipment has departed the origin and is en route to the destination, the shipper or consignee will have the following options:

- (1) If the shipper or consignee requests that the unit continue to proceed to the original destination to await the rescheduled delivery time, detention charges may be assessed in accordance to the provisions in Items 450 and 451.

Detention charges shall apply after the specified free time based on the original delivery time set forth by the shipper and/or consignee.

- (2) The shipper or consignee may request that shipment be returned to the original point of origin as provided on the bill of lading. If so, charges will be assessed in accordance to the provisions in Item 154.
- (3) The shipper or consignee may request that the shipment be diverted or re-consigned to a different delivery site. If so, charges will be assessed in accordance to the provisions in Item 700.
- (4) The shipper or consignee may request that the trailer be diverted to the carrier's nearest terminal to await the rescheduled delivery time. When a shipment is diverted through the carrier's terminal, charges will be assessed based on the applicable mileage rate from point of origin to destination via the carrier's terminal.

Spotting charges will be assessed in accordance to the provisions in Item 500 for each twenty-four (24) hour period, or fraction thereof, that trailer is spotted at carrier's terminal awaiting the rescheduled delivery time.

If trailer has to be returned to the original hauling terminal upon completion of unloading due to the trailer being in dedicated service to the shipper/consignee, product, or hauling terminal, repositioning charges will be assessed in accordance to the provisions in Item 500 for all additional miles incurred for the return of the trailer.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**ACCESSORIAL CHARGE LISTING****Item 3000 Accessorial Services and Charges Schedule**

<b>Item No.</b>	<b>Code</b>	<b>Description</b>	<b>Charge</b>	<b>Unit of Measure</b>	<b>Minimum</b>
785	BMG	BOMAG DISTRIBUTOR, TRAILER EQUIPPED WITH	\$50.00	Flat per load	
301	BLM	BILL OF LADING, MULTIPLE BILLS	\$25.00	per B/L	
302	BLS	BILL OF LADING, SUPPLIER CHANGES	\$25.00	Flat	
545 *	BS	BLIND SHIPMENT	\$75.00	Flat	
491*◆▲	CAL	CALIBRATING METERS – with a load	\$65.00	per hour	
491 *	CAL	CALIBRATING METERS – no load	\$125.00	per hour	4 hours
850	CAN	LOAD CANCELLATION CHARGE	\$75.00	Flat	
640	CHN	CHAINS HOOK UP	\$100.00	Flat	
420	COD	COD FEE	\$100.00	Each	
480	DH	DEADHEAD MILES CHARGE	\$1.50	Per mile	
450	DL	DETENTION	◆\$65.00	Per hour	
784	DLS	DETENTION – STEAMING/HEATING TRAILERS	◆\$65.00	Per hour	
820	DLT	DETENTION – TOLLS - NO FREE TIME	◆\$65.00	Per hour	
540	DOC	DOCUMENT INFORMATION CHARGE	\$10.00	Each	
781	DRM	BARRELLING (DRUMMING) SERVICE	\$100.00	Per hour	
780	EH	HOSE, EXTRA (60 ft provided free)	\$40.00	▲Per Section	
780	EH2	HOSE, EXTRA additional vehicle delivery	◆\$65.00	Per hour	
850	ENU	EQUIPMENT ORDERED BUT NOT USED	\$1.50	Per mile	\$85.00
800	ES	EXTRA STOP – Petroleum products	\$30.00	Each	
800	ES	EXTRA STOP – Petroleum additives	\$30.00	Each	
800	ES	EXTRA STOP - all products not otherwise specified	\$50.00	Each	
783	EXP	EXPEDITED SERVICE	35	cents per loaded mile	
145	F	FUEL SURCHARGE – see matrix in item 145	variable	Percent	
490	INM	INTERPLANT MOVEMENT	\$125.00	Per hour	◆4 hours
770	LD1	LABOR DISTURBANCE extra men travel time cars/trucks	◆\$65.00	Per hour	4 hours
770	LD2	LABOR DISTURBANCE extra men travel time tractor/trailers	◆\$85.00	Per hour	8 hours
770	LD3	LABOR DISTURBANCE expenses per 24 hr period	\$200.00	Per day	
770	LD4	LABOR DISTURBANCE extra men equipment operation time	◆\$85.00	Per hour	8 hours
451	LO	LAYOVER CHARGE	\$300.00	Per day	

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

Item No.	Code	Description	Charge	Unit of Measure	Minimum
451	LO	LAYOVER CHARGE - TEAM DRIVERS	\$395.00		
451	LOM	LAYOVER EXCESS MILES CHARGE	\$1.50	per mile	\$85.00
152	MLT	RETURN/MULTIPLE SHIPMENT LOADS (d)	\$1.50	per mile	\$185.00
152	MLX	RETURN/MULTIPLE SHIPMENT LOADS (e) excess miles	\$2.50	per mile	
652	NB	NITROGEN BLANKET	\$250.00	Flat	
500/650	ORM	OUT-OF-ROUTE MILES	\$1.50	per mile	\$85.00
490	PO	PUMP OUT	\$125.00	per hour	◆4 hours
490	PO	PUMP OUT - after hours	\$150.00	per hour	◆4 hours
490	PPL	PIPELINE CUT	\$125.00	per hour	◆4 hours
490	PPL	PIPELINE CUT – after hours	\$150.00	per hour	◆4 hours
490 *	PT	PRODUCT TRANSFER	\$125.00	per hour	◆4 hours
490 *	PT	PRODUCT TRANSFER – after hours	\$150.00	per hour	◆4 hours
700	RCS	RECONSIGNMENT FEE	\$15.00	Each	
760	RD	REDELIVERY	◆\$65.00	Per hour	2 hour
480	RLC	RELOCATING EQUIPMENT CHARGE	\$1.50	Per mile	\$85.00
154	RP	REJECTED SHIPMENTS	50%	Of the outbound rate	
531	RR	LOADING/UNLOADING RAILCARS	◆\$125.00	Per hour	
900	SCL	SCALE FEE	\$10.00	Each	
620	SP	SPECIAL PERMITS	\$25.00	Per permit	
490	ST	Service Truck or Service Truck w/ Pump Trailer	\$150.00	Per day	
490	ST2	Service Truck Manpower	◆\$65.00	Per hour per man	
784	STM	STEAMING or HEATING at carriers facility	◆\$65.00	Per hour	4 hours
775	SUN	SUNDAY / HOLIDAY CALL OUT CHARGES	50	Percent	
500	TLX	TRAILER RENT FOR INTERLINE W/ FOREIGN CARRIER	\$100.00	Per day	
500	TRL	TRAILER RENT	\$100.00	Per day	
500	TRL2	TRAILER RENT AFTER 30 DAYS	\$200.00	Per day	
650	W	WASHOUT (basic)	\$225.00	Flat	
650	W	WASHOUT (herbicides or fungicides)	\$275.00	Flat	
650	WC	WASHOUT compartmented trailer additional charges	\$115.00	Flat	
651	WH	WASHOUT heel disposal additional charges	\$20.00	Per gallon	10 gallons

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700

**ABBREVIATIONS AND REFERENCE MARKS****Item 9000 Explanation of Abbreviations and Reference Marks**

*	addition
c	cancellation
◆	reduction
◆	increase
▲	change in wording
●	no change in rates
%	percent
\$	dollars
+	intrastate application only
**	change in revision number only
a.m.	Ante Meridian
B/L	Bill of Lading
Con't.	Continued
CPM	Cents per mile
CPLM	Cents per loaded mile
DPL	Dollars per load (legal truckload)
(D)	For any distance not shown, use next greater distance
Inc.	Incorporated
ITH	In-Transit Heat
No.	Number
NOI	Not Otherwise Identified or Not Otherwise Indicated
p.m.	Post Meridian
P.O.	Post Office
U.S.	United States
MC	Motor Carrier
ICC	Interstate Commerce Commission
WYNT	Wynne Transport Service Inc. (Standard Carrier Alpha Code)
Co	Company
Corp	Corporation
-	Inclusive

State abbreviations herein are those adopted by the U.S. Postal Service for official use.

For explanation of abbreviations and reference marks, see item 9000

ISSUED BY:

WYNNE TRANSPORT SERVICE INC  
PO BOX 8700 OMAHA NE 68108-0700