

FRONTIER TUBULAR SOLUTIONS, LLC
RULES, CHARGES, AND ACCESSORIAL SERVICES

1. DEFINITION OF SHIPMENT.

A shipment is a quantity of freight received from one shipper, at one point in time, for one consignee at one destination covered by one bill of lading.

2. ADVANCE CHARGES.

No charges of any description will be advanced to shippers, owners, consignees or their warehousemen or agents thereof.

3. BILLS OF LADING.

Upon receipt of freight it shall be the duty of the carrier or agent of the carrier to examine the commodity offered for shipment, and, if found to be as described, to issue to the shipper a bill of lading showing the name of shipper, point of origin, the name of the consignee and destination, the number of packages or pieces, commodity, the weight of each class of freight, and, if the shipment is to be prepaid, the bill of lading will so state.

4. EXCESS & MAXIMUM LIABILITY COVERAGE

NOMENCLATURE: The term “package” as used in this item means any primary shipping package listed in individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids or have been over packed in an additional complying package, the carrier’s liability will be determined by separately multiplying the weight of “each” individual package lost or damaged times the per pound liability limit and will not be on the basis of the weight of the total number of packages as previously described.

USED MACHINERY: Maximum liability for used agricultural implements and/or parts or used machinery and/or parts is \$1.00 (one-dollar US) per pound per package with a maximum liability of \$100,000.00 (one hundred thousand dollars US) per shipment.

PAYMENT OF CHARGES: Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges.

CORRECTED BILLS OF LADING: Corrected bill of lading requesting or rejecting cargo protection or a change in the declared value amount will not be accepted.

LIABILITY LIMITS: Unless the tariff has a lower liability limit specified, in the event of loss, damage or delay to any shipment, the carrier's liability will not exceed \$2.50 (two-dollars and fifty cents US) per pound per package, subject to a maximum liability of \$100,000.00 (one hundred thousand dollars US) per shipment, whichever is lower, unless the shipper has requested excess liability coverage.

Articles of extraordinary value will be accepted for shipment provided the shipper requests excess liability coverage as provided herein. Articles tendered with an invoice value exceeding \$2.50 per pound per package or \$100,000.00 per shipment will be considered to be of extraordinary value. Such articles will not be accepted for transportation unless the shipper requests liability coverage.

Articles inadvertently accepted with an invoice value exceeding \$2.50 per pound per package or \$100,000.00 per shipment without excess liability coverage will be considered to have been released by the shipper at \$2.50 per pound per package or \$100,000.00 per shipment, whichever is lower.

EXCESS LIABILITY. To request excess liability coverage the shipper must indicate in writing on the bill of lading at the time of shipment the total dollar amount of the valuation of the shipment. The maximum liability will not exceed \$3,000,000.00 (three million dollars US). In no case will the carriers' liability exceed the actual value of the property.

Note: A declared value on the bill of lading, standing alone, is not acceptable as a request for excess liability coverage.

CHARGES: Frontier will assess an additional charge of \$0.70 (seventy cents US) per each \$100.00 in excess of the initial maximum liability, subject to a minimum excess coverage charge of \$37.00 (thirty-seven dollars US). Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges. Excess liability coverage is not available for shipments moving in Mexico. Excess liability coverage purchased for movements within the United States shall cease during the Mexican portion of any such transportation.

5. PAYMENT OF CHARGES.

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 hereof. All charges must be paid within thirty (30) days from the date of delivery at final destination.

For any charges not paid within the authorized credit period shall be assessed a late charge at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) or the maximum legal rate, whichever is less, from the due date thereof. If Frontier retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees, shall be payable by Party(ies) responsible for freight charges. Frontier will give written notice, by PRO number, of its intent to pursue further outside collection efforts.

6. DETENTION OF VEHICLES.

Except as otherwise specifically provided, when, due to no disability fault or negligence on the part of the carrier, the loading and unloading of freight is delayed, and carrier's equipment is detained at or on the premises of the consignor or at the place designated by the consignor or consignee for the receipt or delivery of freight, the following provisions will apply; Free time for the loading and unloading of freight will be two (2) hours. (See Notes A, B, C, D, E and F).

NOTE A: Time shall be computed from time carrier's truck has reported or registered its arrival at premises of consignor or consignee for loading or unloading of freight until its departure from said premises.

NOTE B: Unless consignee or consignor stamps or mark's driver's report with the time of arrival and time of departure when the driver presents his report for such stamp or mark, the time marked on driver's report to his home office by the driver will be binding in computing free time.

NOTE C: The computation of time under this rule begins and ends with the business hours of consignor or consignee. When loading or unloading is not completed at the end of the business day, the computation of time will be resumed at the beginning of the next business day. When loading and unloading carriers through a normal meal period, meal time, not exceeding one hour, will be extended from computation of time.

NOTE D: If the loading and/or unloading of freight subject to this rule is delayed beyond the free time provided for the above, the following charges will apply: \$75.00 (seventy-five dollars US) per hour or portion for each hour detained.

NOTE E: The provisions of this time will not apply between the hours of 6:00 p.m. and 7:00 a.m. or on Sundays or National Holidays, viz. New Years Day, Independence Day, Veterans Day, Thanksgiving Day and Christmas, unless the designated time for pickup or delivery is within the expected periods.

7. FRACTIONS, DISPOSITION OF.

In computing freight charges, or mileages, all fractions must be retained at full value until the final result is obtained, and then all remaining fractions will be disposed of in the following manner:

Fractions of less than ½ (0.5) will be omitted

Fractions of ½ (0.5) or greater will be increased to the next whole unit.

8. LOADING BY CONSIGNOR AND UNLOADING BY CONSIGNEE.

Shipments must be loaded onto carrier's vehicle at origin by shipper and unloaded at destination by shipper or consignee.

9. IMPRACTICABLE OPERATIONS.

Should the carrier be unable, after arrival of the shipment and after the exercise of due diligence, to make delivery at the billed or correct (if known) address during business hours (See Note 1), notice of arrival and failure to make delivery shall at once be mailed to the consignee by U.S. Mail. When through no fault of carrier, a shipment cannot be delivered after tender of delivery or reasonable effort to effect delivery is first made during business hours (See Note 1), and a re-delivery is made on shipper's or consignee's request, an additional charge of twenty-five dollars (\$25.00) shall be made, for each subsequent re-delivery, plus accrued freight, storage and other lawful charges.

NOTE 1: The term "Business Hours" is used in this Item shall mean: 8:00 a.m. to 5:00 p.m. Central Time, Mondays to Fridays, inclusive. (In applying this note, Legal Holidays; National, State, Municipal, are excluded).

10. PICKUP OR DELIVERY SERVICES.

Transportation rates herein include pickup and delivery services at all points within the limits of cities, towns and villages (See paragraph 8).

The term "pickup service" as used herein refers to the service involved in calling for and placing vehicle in position for loading from facilities directly accessible to the highway vehicle.

The term "delivery service" as used herein refers to the service involved in placing vehicle in position for unloading therefrom at facilities directly accessible to the highway vehicle.

11. RECONSIGNMENT OR DIVERSION.

A request for the reconsignment or diversion of a shipment to effect a change in the name or address of a consignor or consignee, a change in the destination or place of delivery, or a change of billing where necessary to effect delivery will be accepted subject to the following provision:

CONDITIONS:

- A. Requests for reconsignment or diversion must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests for reconsignment or diversion WILL NOT be accepted.
- B. Only entire shipments (not portions of shipment) may be reconsigned or delivered.
- C. Carrier will make diligent effort to execute valid reconsignments or diversion orders, but will not be responsible if, despite such efforts, reconsignments or diversion is not effected.
- D. The privilege of reconsignment or diversion will not apply to shipments moving on Order Bill of Lading nor to shipments consigned COD.
- E. A charge of twenty dollars (\$20.00) will be made for reconsigning or diverting a shipment.
- F. The rate to apply on such shipments will be the rate from the original place of origin to the final destination, via the route of actual movement.
- G. If, through no fault of the carrier or carrier's equipment there is a delay at point of diversion or reconsignment, such delay shall be subject to detention charges as shown in Paragraph 9, of this tariff.

12. RETURNED UNDELIVERED SHIPMENTS.

Except as otherwise provided, if, for reasons not ascribable to the carrier, a shipment is rejected wholly or in part by consignee at the time of tender of delivery at destination, it may be returned to point of origin upon order of the shipper or consignee.

The rate for return movement of rejected shipments will be 75% (seventy-five percent) of the rate on the outbound movement, subject to the same minimum weight applicable in connection with the outbound rate.

Time consumed waiting for orders, under this rule, will be considered part of the unloading time, and the detention charges will be assessed as provided in Paragraph 9.

13. STOPOFFS.

Where reference is made to this Paragraph, the following provisions govern stopping in transit to partially load or complete loading, stopping in transit to partially unload, additional pickup or original point of origin (or at any other point from which carrier is authorized to originate shipments) and additional stops at points or places of destination which the carrier is authorized to serve. (See Notes 1 and 2)

- A. Shipments subject to volume or truckload rates and volume or truckload minimum weights, or actual weight, if greater, may be stopped in transit not more than three stops, either at one point or place or one stop at three different stopping-in-transit points (other than the stops at the original point of origin of the shipment) to partially load or complete loading of shipment at a charge of \$50.00 (fifty dollars US) for the first stop; \$75.00 (seventy-five dollars US) for the second stop; and \$100.00 (one hundred dollars US) for the third stop, in addition to freight charges applicable. (See Paragraph (B) for additional stops at the original point of shipment).
- B. One other stop, in addition to initial pick-up of a volume or truckload shipment will be permitted at the original point of origin to partially load or complete loading of a shipment at a charge of \$15.00 (fifteen dollars US) per stop.
- C. Stops in transit for partial unloading will be permitted at the rates named in 13.A., plus the out of route miles traveled for each unload point. Routes and distance will be determined through the use of computer based programs such as PC Miler.
- D. Freight charges on shipments stopped to partially load or complete loading shall be determined on the basis of volume or truckload minimum weight or actual weight of the entire shipment, if greater, and at the truckload rate or rates applicable to the final destination point where any portion of the shipment was loaded from which the highest charges are applicable.
- E. Freight charges on shipments stopped for partial unloading shall be determined on the basis of the minimum weight or actual weight of the entire shipment, if greater, and at the truckload rate or rates applicable from point of origin to the final destination or point where any portion of the shipment is delivered to which the highest charges are applicable. Charges on shipments stopped for partial unloading must be prepaid by the consignor.

- F. Shipments to be accorded stops provided herein must be from one shipper at one point of origin to one consignee at one point of destination, on one bill of lading.
- G. Shippers must specify on shipping bill the name of the consignee and final destination of shipment, also point or points at which stops are to be made to partially load or unload, a description of quantity to be loaded or unloaded, or quantities to be unloaded at such stops.
- H. When a point of origin or points of destination is an incorporated city, town, or village or an unincorporated community, village or farm, the term “Point of Origin”, “Point of Destination”, as used herein shall mean all of the area within the municipal limits of incorporated city, town or village and integral parts thereof of farms.

NOTE 1: Stopping in transit for partial loading or unloading will not be permitted on shipments consigned “COD”, “To Order”, “Order Notify”, or “Order Care Of”.

NOTE 2: The substitution of other property for that originally loaded or the exchange of contents of a load in any manner is prohibited.

14. VEHICLE FURNISHED BUT NOT USED.

- A. When a carrier is requested to furnish equipment at a designated point and such equipment is furnished but not used through no fault of carrier, or if after arrival of carrier’s equipment at the place of loading designated by the shipper, shipper fails to tender a shipment for transportation, or informs the carrier that shipment will not be tendered, a charge of \$0.98 per mile will be made for movement of each such unit of equipment. Distance will be computed using a computer software program, such as PC Miler, from point of dispatch to the point designated by the shipper as the place of loading and return to carrier’s nearest terminal, subject to a minimum charge of \$75.00 (seventy-five dollars US) per vehicle.
- B. Charges for waiting time or detention of carrier’s equipment and extra men shall be applicable in connection with equipment ordered but not used.
- C. After expiration of 10 hours from the time of arrival of carrier’s equipment, if shipper has not tendered a shipment from transportation or has not furnished carrier with specific information respecting the tender of shipment, carrier’s equipment shall be considered released by shipper and shall be returned to nearest terminal, as provided in paragraph 13.A.

15. WEIGHING AND WEIGHTS

When a shipper or consignee requests that a bulk shipment be weighed or re-weighed (other than the initial weighing provided by the shipper or consignee used to determine weight of shipment on which freight charges are assessed by carrier), this service, whenever practicable for the carrier, will be performed by the carrier at a charge of \$5.00 (five dollars US) for each time so weighed unless weighing is done without charge to the carrier on premises of shipper or consignee.

If in the process of weighing or permitting, it is necessary to travel off the direct route from point of origin to point of destination, an additional charge of \$1.00 (one dollar) for each out-of-line mile shall be assessed in addition to all other charges.

16. FUEL SURCHARGE PROVISIONS.

The following Fuel Surcharge provision shall apply to all line-haul charges moving under common or contract authority by Frontier Tubular Solutions, LLC, until otherwise amended or cancelled.

“Using a base price (DOT Fuel Index) in the amount of \$1.25 (one dollar and twenty-five cent gallon, a fuel surcharge of 1 % (one percent), of the gross line haul amount of the freight bill, will be assessed for each \$0.05 (five cents) increase in the DOT Fuel Index. The index on each Monday will be used to determine the surcharge which will become effective on Tuesday (next day). Fractions of ½ (on-half) cents or more will be rounded up to the next whole cent and any fractions less than ½ (one-half) cent shall be dropped.”

Note: For the DOT Fuel Index – call (202) 586-6966 then press “1” for the diesel fuel index price amount. Available after 4:00 p.m. Eastern time each Monday.

17. CLAIMS PROVISIONS.

Claims or Actions for Freight Loss or Damage-The proper claimant must submit to Frontier a written claim for loss or damage to freight within nine (9) months after delivery, or in the case of non-delivery, within nine (9) months from which a reasonable time for delivery has elapsed. Otherwise, claims against Frontier for loss of or damage to commodities shall be governed by 49 CFR Part 370. Any action at law or proceeding to recover for freight loss or damage shall be instituted against Frontier no later than two (2) years and a day from the date the claimant receives written disallowance of a claim. To the extent permitted by applicable law, the expiration of the time limitation noted above shall be a complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstances or excuse whatsoever.