

MERCER TRANSPORTATION CO., INC.

MC-143059

RULES AND REGULATIONS TARIFF

CONTAINING

RULES AND REGULATIONS

CHARGE FOR TERMINAL AND SPECIAL SERVICES

AND

COMMODITY DESCRIPTIONS

(n) THIS TARIFF APPLIES ONLY IN CONNECTION WITH

TARIFFS, CONTRACTS AND TENDERS

MAKING REFERENCE TO THIS TARIFF BY ICC NUMBER

FOR REFERENCE TO GOVERNING PUBLICATIONS, SEE ITEM 5, PAGE 6 OF TARIFF

ISSUED: September 23, 1992

EFFECTIVE: October 5, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

# **ADOPTION NOTICE**

**TO**

**ICC MCET 101B**

**MERCER TRANSPORTATION CO., INC.**

**MC-143059**

# **ADOPTION NOTICE**

Tariff, ICC MCET, 101B, is hereby adopted as common carrier memorandum tariff, MCET 101B, and will continue to apply until further revised or cancelled.

Provisions of this common carrier memorandum tariff will apply to transportation contracts.

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

EFFECTIVE: August 19, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

CHECK SHEET

Title Page and Pages 1 through 81 inclusive of this Tariff are effective as of the date shown hereon. "0" in the revision column indicates an Original Page. This Check Sheet will be revised as pages are revised or added.  
Supplements in effect: Adoption Notice

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# - Indicates New Revision

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 18, 2023

EFFECTIVE: April 18, 2023

**ISSUED BY: Christopher Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., 1128 W Main Street, Louisville, KY 40203**

Rules and Regulations

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

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ISSUED: January 29, 2015

EFFECTIVE: February 2, 2015

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

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ISSUED: November 29, 2018

EFFECTIVE: December 4, 2018

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

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# - Indicates New Revision

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 18, 2023

EFFECTIVE: April 18, 2023

**ISSUED BY: Christopher Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., 1128 W Main Street, Louisville, Kentucky 40203**

Rules and Regulations

Cancellation Notice

Rates and provisions formerly published in Tariff, ICC MCET 101A, for which no provisions are made herein, are hereby cancelled.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

EFFECTIVE: May 1, 1992



## **Rules and Regulations**

### **ITEM 5 - Governing Publications**

1. Except as otherwise provided in Tariffs, Tenders or Contracts made subject hereto, the rates named in Tariffs, Tenders or Contracts made subject hereto are subject to the rules, regulations and accessorial charges named herein, supplements hereto and reissues hereof.
2. Except as otherwise provided in Tariffs, Tenders or Contracts made subject hereto and to the extent provided in the Rules and Regulations herein, distances shall be computed utilizing practical truck routes according to Household Goods Mileage Guide, STB HGB 100 series, issued by the Household Goods Carriers' Bureau Committee, Agent, (n) electronic version, Rand-McNally-TDM MileMaker, practical route mileage program, supplements thereto or reissues thereof.
3. Rules and Regulations in this Tariff are limited in their application on the interstate or foreign commerce to the extent of the operating rights set forth in Scope of Operations, Tariff, MCET 100A issued by Mercer Transportation Co., Inc. and to unregulated commerce.

### **ITEM 10 - Application of Tariff**

1. Rates named in Tariffs, Tenders or Contracts made subject hereto are applicable on the transportation of freight in intrastate, interstate and foreign commerce and are subject to the provisions of the Uniform Straight Bill of Lading as published in the Rules and Regulations herein.
2. Except as provided herein, all rates including distance commodity rates, local commodity rates and proportional rates are subject to all rules, regulations, accessorial and extra charges provided herein to the extent applicable and to all charges for accessorial services named herein when such accessorial services are provided by the Carrier, unless specifically exempt, amended, changed or altered by some provisions provided in this Tariff or in Tariffs, Tenders or Contracts made subject hereto.
3. Transportation under the rules and charges named herein and under the rates named in the Tariffs, Tenders or Contracts made subject hereto may be performed only if the participating carriers in the movement hold the requisite operating authorities or when such services are not subject to state or federal regulation.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 24, 2000

EFFECTIVE: June 1, 2000

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

## **Rules and Regulations**

### **ITEM 20** - "Shipment" Defined

1. Except as otherwise provided, where the term "shipment" is used, it shall mean any quantity of freight received from one shipper, at one point of origin, at one time and transported as one load, on one vehicle to one consignee, at one destination, subject to (2) and (3) as follows:
2. Where a shipper tenders a quantity of freight to carrier which because of weight, bulk or length, exceeds the amount that can safely, properly or lawfully be transported on one vehicle, at one time, as one load, carrier shall use sufficient additional vehicles as soon as available to handle the transportation of the excess quantity tendered.
3. For the purpose of assessing charges hereunder, the amount of freight shipped on each vehicle shall be considered as a separate shipment, even though the amount loaded on all trucks is covered by one bill of lading.

### **ITEM 30** - Acceptance Subject to Capacity and Appropriate Type of Vehicle

The carrier is not obligated to transport property for which it does not have suitable equipment nor to accept shipments except as equipment is available. Nor will transportation be performed where conditions of roadways, bridges, streets, alleys or premises over which vehicle must operate is such that, in the carrier's judgment, it is impractical or unsafe to provide such service, or where the state agencies refuse to issue special permits for oversized shipments.

### **ITEM 35** - Pick Up and Delivery

Except as provided otherwise, the transportation rates named in Tariffs making reference hereto include one pick-up at point of origin and one delivery at point of destination.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

### Rules and Regulations

#### **ITEM 40** - Collection of Charges

1. The carrier will not deliver or relinquish possession of any property transported by it, until all Tariff rates and charges thereon have been paid in cash, money order or cashier's check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee in accordance with rules and regulations of the Interstate Commerce Commission.
2. Freight charges are due within fifteen days after presentation of bill, except that nothing herein shall limit the right of the carrier to require, at time of or before shipment, the payment in part or in full or guarantee of the freight charges.
3. If upon inspection, it is ascertained that the article or articles shipped are not those described in the bill of lading, the Tariff charges must be paid upon the article or articles actually shipped.
4. Rates and charges are stated in lawful money of the United States of America. Payments of all charges must be made in funds of the United States of America.
5. (1) Freight charges are payable to the carrier at carrier's Louisville, Kentucky headquarters, Post Office Box 35610, Louisville, Kentucky 40232 unless otherwise specified by carrier in writing; (2) Any suit arising from the payment and/or collection of carrier's freight charges shall be filed in Kentucky with the understanding and expectation of the parties to the bill of lading that such suit will be subject to the laws of the Commonwealth of Kentucky and/or the United States of America; (3) Should carrier retain an attorney to collect the charges accruing on the property covered by carrier's bill of lading, the party or parties responsible for payment of the charges will be liable to carrier for attorney's fees in the amount of 30% (thirty percent) of said total unpaid charges or \$200.00 (two hundred dollars) whichever is greater, and (4) Should carrier file suit to collect the charges, the party or parties responsible for payment of such charges will also be liable to carrier for court costs and interest charges at the rates of 18% (eighteen percent) per annum of the total unpaid charges, such interest to begin to accrue from the date carrier's bill of lading was issued. However, if the interest rate provided for herein is found to be usurious, then the maximum interest rate allowed under applicable usury laws will be the chargeable interest rate.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 45** - Dunnage and Weights (ACDUNN)

Except as otherwise provided, freight charges shall be computed on gross weight, including the weight of temporary blocking, racks, standards, stakes or similar blockings, dunnage or supports. Shippers should show gross weight on shipping order or bill of lading. Carrier reserves the right to check weight shipments over certified wagon or truck scales and apply actual gross weights so determined.

**(n) ITEM 46** - Detention - Automotive Shipments (ACDEAU) (exception to Item 202 herein)

This item applies when carrier's vehicles with power units, when transporting Automobile or Automotive related commodities, are delayed or detained on the premises of consignor, consignee or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

1. Free time allowed for loading will be that agreed between carrier and consignor, but in no instance more than two hours.
2. Free time allowed for unloading will be that agreed between carrier and consignee, but in no instance more than two hours.
3. Loading or unloading will be completed at the time the carrier's bill is signed or a bill of lading tendered to cover the load being shipped.
4. After expiration of free time, a charge of \$100.00 (one hundred dollars) will be made for the first hour, or fractions thereof, and \$100.00 (one hundred dollars) for each additional hour, or fraction thereof, after the first hour.
5. Carrier's bill or shipper's bill will be noted as to date and time loading or unloading is started and completed, and when same is completed.
6. Charges under the provisions of this item will apply in addition to all other lawful charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 19, 1996

EFFECTIVE: August 20, 1996

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Special Rules and Regulations

**(n) ITEM 47A** - Explanation of Commonwealth, Provincial, State and Territorial Abbreviations

Whenever the names of commonwealths, provinces, states or territories are abbreviated in publications made subject hereto, the following abbreviations are used:

AB	Alberta, CN	JA	Jalisco, MX	ON	Ontario, CN
AG	Aguascalientes, MX	KS	Kansas, USA	OR	Oregon, USA
AK	Alaska, USA	KY	Kentucky, USA	PA	Pennsylvania, USA
AL	Alabama, USA	LA	Louisiana, USA	PE	Prince Edward Island, CN
AR	Arkansas, USA	MA	Massachusetts, USA	QC	Quebec, CN
AZ	Arizona, USA	MB	Manitoba, CN	PR	Puerto Rico, USA
BC	British Columbia, CN	MD	Maryland, USA	PU	Puebla, MX
BJ	Baja California, MX	ME	Maine, USA	QA	Queretaro, MX
BS	Baja California-Sur MX	MH	Michoacan, MX	QR	Quintana Roo, MX
CA	California, USA	MI	Michigan, USA	RI	Rhode Island, USA
CH	Chiapas, MX	MN	Minnesota, USA	SC	South Carolina, USA
CI	Chihuahua, MX	MO	Missouri, USA	SD	South Dakota, USA
CL	Colima, MX	MR	Morelos, MX	SI	Sinaloa, MX
CO	Colorado, USA	MS	Mississippi, USA	SK	Saskatchewan, CN
CP	Campeche, MX	MT	Montana, USA	SL	San Luis Potosi, MX
CT	Connecticut, USA	NA	Nayarit, MX	SO	Sonora, MX
CU	Coahuila De Zaragoza, MX	NB	New Brunswick, CN	TA	Tabasco, MX
DC	District of Columbia, USA	NC	North Carolina, USA	TL	Tlaxcala, MX
DE	Delaware, USA	ND	North Dakota, USA	TM	Tamaulipas, MX
DF	Distrito Federal, MX	NE	Nebraska, USA	TN	Tennessee, USA
DG	Durango, MX	NF	Newfoundland, CN	TX	Texas, USA
EM	Estado Mexico, MX	NH	New Hampshire, USA	UT	Utah, USA
FL	Florida, USA	NJ	New Jersey, USA	VA	Virginia, USA
GA	Georgia, USA	NL	Nuevo Leon, MX	VL	Veracruz-Llave, MX
GJ	Guanajuato, MX	NM	New Mexico, USA	VT	Vermont, USA
GR	Guerrero, MX	NS	Nova Scotia, CDA	WA	Washington, USA
HG	Hidalgo, MX	NT	Northwest Territory, CN	WI	Wisconsin, USA
HI	Hawaii, USA	NV	Nevada, USA	WV	West Virginia, USA
IA	Iowa, USA	NY	New York, USA	WY	Wyoming, USA
ID	Idaho, USA	OA	Oaxaca, MX	YC	Yucatan, MX
IL	Illinois, USA	OH	Ohio, USA	YT	Yukon Territory, CN
IN	Indiana, USA	OK	Oklahoma, USA	ZT	Zacatecas, MX

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 9, 1996

EFFECTIVE: August 12, 1996

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 48** - Claims for Overcharge, Duplicate Payment or Overcollection

The regulations set forth in this part govern the processing of claims for overcharge, duplicate payment or overcollection for the transportation of property in interstate or foreign commerce by motor common carriers subject to the Interstate Commerce Act.

1. Filing and Processing Claims

- a. (n) A claim for overcharge, duplicate payment or overcollection will not be paid unless filed in writing with the carrier that collected the transportation charges within 18 (eighteen) months after the date the original freight bill was issued, applicable to those shipments which were billed on or before August 26, 1994. A claim for overcharge, duplicate payment or overcollection will not be paid unless filed in writing with the carrier that collected the transportation charges within 180 (one hundred eighty) days after the date the original freight bill was issued, applicable to those shipments which were billed After August 26, 1994. The collecting carrier shall be the carrier to process all such claims. When a claims is filed with another carrier that participated in the transportation that carrier shall transmit the claim to the collecting carrier within 15 (fifteen) days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.
- b. A single claim may include more than one shipment provided the claim on each shipment involved (1) the same tariff issue or authority or circumstances, (2) single line service by the same carrier, or (3) service by the same by the same interline carriers.

2. Documentation of Claims

- a. Claims for overcharge, duplicate payment or overcollection shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within the time limitations set forth in Part 6. Claims shall include the name of the claimant, it's file number, if any and the amount of the refund sought to be recovered, if known.
- b. Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
  - (1) The rate, classification or commodity description or weight claimed to have been applicable.
  - (2) Complete tariff authority for the rate, classification or commodity description claimed.
  - (3) Freight bill payment information.
  - (4) Other documents of data, which is believed by claimant to substantiate the basis for its claim.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: November 15, 1994

EFFECTIVE: December 3, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 48** - continued

2. Documentation of Claims - concluded

- c. Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
- d. Regardless of the provisions of Paragraphs a, b and c of this section, the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier shall comply with Part 3(b) to obtain the additional information required.
- e. A carrier may accept copies instead of the original documents required to be submitted in this Section where the carrier is furnished with an agreement entered into by the claimant which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.

3. Investigation of Claims

- a. Upon receipt of a claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Part 4.
- b. In the event the carrier processing the claim requires information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Part 6.

4. Claim Records

At the time a claim is received the carrier shall create a separate file and assign it 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 acknowledgement of receipt required under Part 5. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 48** - concluded

5. Acknowledgement of Claims

Upon receipt of written claim, the carrier shall acknowledge its receipt in writing to the claimant within 30 (thirty) days after the date of receipt except where the carrier shall have paid or declined in writing within that period. The carrier shall include the date of receipt in its written acknowledgement and shall also enter this date on the face of the written claim, which shall be placed in the file for that claim.

6. Disposition of Claims

The processing carrier shall pay, decline to pay, or settle each written claim within 60 (sixty) days after its receipt by that carrier, except where the claimant and the carrier agree in writing to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information development as a result of its investigation. Where claims are not filed in accordance with the foregoing provisions, this carrier WILL NOT BE LIABLE and such claims will not be paid.

**(n) ITEM 49** - Definition of Truckload Rates

Truckload rates named in this Tariff and in Tariffs or Contracts making reference hereto, will be those rates which are subject to minimum or maximum weights of 36,000 pounds or greater.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

**ITEM 50** - Alternating Rates and Distances and Methods of Determining Charges

(A) Rates in Cents per 100 Pounds per Loaded Mile

When rates are named in cents per 100 lbs. per loaded mile and a lower charge can be obtained by applying a rate to a greater than actual distance, such lower charge shall apply. When a rate item shows no mileage breakpoint (BP), such may be determined by multiplying the minimum mileage in the higher distance bracket times the appropriate rate, and dividing the product by the rate applicable for the actual mileage. For example, a rate table may contain a distance bracket of 250 - 349 miles at a rate of .474 and a higher distance bracket of 350 - 399 miles at a lower rate of .452. Using the formula above, 350 miles times the rate of .452 divided by the rate of .474 produces a mileage breakpoint of 333 miles.

To further clarify rates in cents per CWT per loaded mile, multiplying the minimum weight (or actual weight if greater) times the rate times the mileage produces the line haul charges in dollars and cents. For example, multiplying the minimum weight of 40M times a rate of .250 times 750 miles produces a line haul charge of \$750.00.

(B) Rates in Dollars and Cents per Loaded Mile

When rates are named in dollars and cents per loaded mile and a lower charge can be obtained by applying a rate to a greater than actual distance, such lower charge shall apply. When a rate item shows no mileage breakpoint (BP), such may be determined by multiplying the minimum mileage in the higher distance bracket times the appropriate rate, and dividing the product by the rate applicable for the actual mileage. For example, a rate table may contain a distance bracket of 0 - 500 miles at a rate of \$1.50 per mile, and a higher distance bracket of 501 - 1000 miles at a lower rate of \$1.05 per mile. Using \$1.05 per mile. Using the formula above, 501 miles times the rate of \$1.05 per mile divided by the rate of \$1.50 per mile produces a mileage breakpoint of 351 miles.

To further clarify rates in dollars and cents per loaded mile, multiplying the rate times the distance in miles produces the line haul charges in dollars and cents. For example, multiplying a rate of \$1.00 times a mileage of 750 produces a line haul charge of \$750.00.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 51** - Rates Stated in Cents per 100 Pounds per Loaded Mile

Except as otherwise specifically provided in contracts, tariffs or tenders made subject hereto, rates stated in cents per 100 pounds (CWT) per loaded mile will be computed by multiplying the rate times the minimum weight (or actual weight if greater) times the applicable mileage to determine the load revenue in dollars and cents.

For example, multiplying a rate of .250 times a minimum weight of 40,000 pounds times 750 miles produces a line haul charge of \$750.00 by placing it in your calculator in this manner:  $.00250 \times 400.00 \times 750 \text{ (miles)} = \$750.00$

**ITEM 52** - (c)

**ITEM 53** - Application of Specifically Named Rates and Charges

In tariffs made subject hereto, when a rate or charge is specifically named for a consignor, consignee or a third party, and the named part is responsible for payment of freight charges, that rate or charge will NOT alternate with rates or charges otherwise published by this carrier for the same commodity, received at the same point of origin and consigned to the same destination.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 60B - Overdimensional and Overweight Shipments and Charges**

- ▲ 1. Except as otherwise provided herein, when a shipment exceeds 53 feet in length and/or 8 feet 6 inches in width, and/or , when shipment consists of a single piece, 40,000 pounds (including dunnage) or more such shipment will be considered overdimensional and/or overweight. Freight charges will be assessed at the applicable rate on the actual weight or the highest truckload minimum or maximum weight, whichever produces the greatest charge, and shall be subject to additional charges provided in Part 2 below.
2. Charges shall be as follows (see Parts 3 - 7):

<b>OVERLENGTH SHIPMENTS</b>		
<b>LENGTH OF LADING</b>		<b>CHARGE PER MILE PER VEHICLE USED (see NOTE)</b>
<b>OVER</b>	<b>BUT NOT OVER</b>	
50 feet 0 inches	60 feet 0 inches	20 cents per mile
60 feet 0 inches	70 feet 0 inches	50 cents per mile
70 feet 0 inches	n/a	100 cents per mile

NOTE: Minimum charge \$125.00 per truck used.

<b>▲ OVERWIDTH SHIPMENTS</b>		
<b>WIDTH OF LADING</b>		<b>CHARGE PER MILE PER VEHICLE USED (see NOTE)</b>
<b>OVER</b>	<b>BUT NOT OVER</b>	
8 feet 6 inches	10 feet 0 inches	◆ 25 cents per mile
10 feet 0 inches	12 feet 0 inches	◆ 50 cents per mile
12 feet 0 inches	13 feet 0 inches	◆ 65 cents per mile
13 feet 0 inches	14 feet 0 inches	100 cents per mile
14 feet 0 inches	15 feet 0 inches	140 cents per mile
15 feet 0 inches	16 feet 0 inches	200 cents per mile
16 feet 0 inches	17 feet 0 inches	250 cents per mile
17 feet 0 inches	18 feet 0 inches	325 cents per mile
18 feet 0 inches	19 feet 0 inches	400 cents per mile
19 feet 0 inches	20 feet 0 inches	470 cents per mile
20 feet 0 inches	21 feet 0 inches	530 cents per mile
21 feet 0 inches	22 feet 0 inches	610 cents per mile
22 feet 0 inches	23 feet 0 inches	720 cents per mile

(n)NOTE A: Dimensions exceeding 23 feet 0 inches, will be charged an additional 155 cents per mile for each 12 inch, or fraction thereof, increase in width.

NOTE B: Minimum charge \$125.00 per truck used.

<b>OVERWEIGHT SHIPMENTS</b>
▲ When a shipment contains a single piece, which exceeds 40,000 pounds, a charge of \$.02 (two cents) per mile will be assessed for each 1,000 pounds or fraction thereof in excess of 40,000 pounds, in addition to the applicable line-haul rate

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(continued)

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: October 24, 2017

EFFECTIVE: October 24, 2017

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 60B - continued** Overdimensional and Overweight Shipments and Charges

**OVERHEIGHT SHIPMENTS**

When lading is in excess of 8 feet 6 inches in height, the charges found in Item 341B, "Special Equipment Charge for Lading in Excess of 8 feet 6 inches in Height," herein will apply.

3. In applying the provisions of this item, the charges are to be determined as follows:

(1) Determine the applicable rate.

(2) Add to the rate determined in (1) above the cents per mile charge in Part 2 above (see NOTE below).

▲ NOTE: When a shipment is overdimensional in width and length the the highest applicable charge will apply. In no case will an overdimensional charge be assessed for both length and width. Provisions of this note do not apply to the special equipment charges found in Item 431B herein. When applicable, the charge for overweight shipments shall be in addition to the assessable charge on shipments which are overdimensional in width and/or length.

(3) Then determine total charges in the usual manner.

4. When trailers or other units are towed and not hauled, with dimensions exceeding 53 feet in length and/or 8 feet 6 inches in width and/or 13 feet 6 inches in height from the ground to the extreme height of any portion of the shipment, or where weight, including dunnage, exceeds 40,000 pounds or more (where shipment consists of a single piece), such shipment will be considered overdimensional and/or overweight, subject to all additional overdimensional and/or overweight charges provided in Part 2. herein.

▲5. Loads whose dimensions are made overheight, overlength, or overwidth by combining two or more pieces for the convenience of Carrier shall not be assessed the applicable charge associated with such overdimensions.

6. The shipper shall furnish the carrier with a statement, in writing, indicating the actual dimensions of the articles tendered for shipment. Such statement shall be evidence of the dimensions of the shipment and proper equipment shall be furnished according to said statement.

7. Exceptions, viz:

(a) Overdimensional charges will not apply on shipments in closed Van equipment.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: October 24, 2017

EFFECTIVE: October 24, 2017

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**Provisions formerly located on this page are now found on Page 15 herein**

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 17, 2009

EFFECTIVE: July 20, 2009

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

## **Rules and Regulations**

### **ITEM 65** - Minimum Charge Shipments

When a minimum charge is assessed for a shipment, the charge will not include any special services or accessorial charges, i.e., stop-offs, tailgating, tarping, over dimension loads, permits, etc. All special services or accessorial charges will be billed in addition to the minimum charge for the shipment.

### **ITEM 66** - Customs Self-Assessment (CSA) Service or (n) Customs-Trade Partnership Against Terrorism (C-TPAT) Service

When the performance of transportation service necessitates that Carrier provide Customs Self Assessment (CSA) Service (accessorial code ACCSA) or (n) Customs-Trade Partnership Against Terrorism (C-TPAT) Service (accessorial code ACTPAT) on an international shipment, a charge of one dollar fifty cents (\$1.50) per empty mile, subject to a minimum charge of \$350.00 per truck used, will be assessed from the point of equipment dispatch to the point of shipment pickup.

The amount so determined will be charged to the party responsible for the payment of the freight charges and will be in addition to all other applicable charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: November 13, 2003

EFFECTIVE: November 17, 2003

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 70** - Loading or Unloading

1. Except as otherwise provided, shipments transported at the rates named in tariffs made subject hereto must be loaded by consignor and unloading by consignee from or on the vehicle or vehicles. All freight so loaded by the shipper shall be properly packed and braced by the shipper to protect against damage during the course of normal transportation. Carrier will not be responsible for any damage to a shipment at origin, destination or enroute, which is directly caused by improper, careless or inefficient preparation for shipment, or loading or unloading performed by ▲consignor or consignee.
2. When shipper or consignee requests carrier's driver to assist in the loading or unloading, carrier's driver will assist in the loading or unloading by tailgating the material subject to an additional charge of 25 cents per cwt on actual weight loaded or unloaded per stop, subject to a minimum charge of \$75.00 when this service is provided once, or a minimum charge of \$50.00 per stop when this service is provided at two or more stops, per truck used.
3. When riggers and/or rigging or special equipment or special equipment cleaning requirements are necessary or used in loading or unloading freight, the use of same must be arranged for, by and at the expense of the consignor or consignee.
4. Materials used in loading and unloading such as lumber and nails for dunnage, bracing, flooring and rubber or plastic and/or padding materials, NOI, shall be provided by the shipper or consignee, or upon request by carrier at a cost plus 20%, subject to a minimum charge of \$50.00
5. Loading or unloading is defined as movement of lading past the tailgate, which includes placement of lading on or from a conveyer, as well as stowing, stacking and breaking out of the lading onto or within a motor vehicle.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 27, 2005

EFFECTIVE: April 27, 2005

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

## Rules and Regulations

### **ITEM 80** - Incomplete Delivery

1. When a shipment is consigned to a point or place where it is physically impossible to complete delivery direct from transporting vehicle at the address or place specified or intended by shipper or owner because of inaccessibility to motor vehicles or danger to equipment or cargo and the shipment is tendered at the nearest possible safe point for delivery and is refused or cannot otherwise be delivered, the carrier may place the shipment or any part thereof in storage at the nearest available warehouse of the carrier, or a commercial warehouse to the order and expense of the shipper, owner or consignee of the goods, subject to carrier's lien for freight and other charges.  
other charges.
2. Goods placed in carrier's warehouse shall be subject to storage charges provided in Item 90. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse; and when stored in the carrier's warehouse or that of the carrier's agent, liability after delivery to the warehouse shall be that of a warehouseman and not of a common carrier.

### **ITEM 90** - Storage

1. Shipments which cannot be delivered or have been refused or are unclaimed at destination and placed in carrier's warehouse or on carrier's premises as provided herein, shall be subject to the following storage charges:
  - a. For each of the first five (5) days, twenty-five cents (\$.25) per 100 pounds, for the sixth (6th) and each succeeding day, thirty-five cents (\$.35) per 100 pounds. Subject to a minimum charge of \$350.00 per day.
2. In computing charges under this time:
  - a. A day as used in this item shall be construed as beginning 12:01 a.m. on any day ending at midnight or 11:59 p.m. the same day.
  - b. Storage charges under this item shall commence at the time the shipment is delivered to the storage premises and the day such shipment is placed in storage shall be the first chargeable day of storage.
  - c. Any fractional part of twenty-four (24) hours will be considered as one day.
  - d. Any fractional part of 100 pounds will be considered as 100 pounds.

### **ITEM 95** - Fractions, Disposition of

In computing freight charges, all fractions must be retained at their 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 1/2 (.5) . . . . .	Omit
Fractions of 1/2 or greater . . . . .	Increase to the next whole number

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: November 13, 2003

EFFECTIVE: November 17, 2003

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

**ITEM 96** - Item cancelled. For future application, see Item 96A herein.

**(n) ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (NOTE A)

1. When property is transported subject to the provisions of this tariff, the acceptance and use are required, respectively, of the Uniform Straight Bill of Lading, as set forth even though driver or other carrier representative fails to issue said bill of lading.  
  
NOTE A: Shippers, consignees and owners of lading are cautioned that regardless of the actual form of Bill of Lading or shipping document issued to cover a shipment, such shipments moving under rates published in tariffs or schedules making reference to this tariff are governed by the contract terms and conditions set forth in the Uniform Straight Bill of Lading. One of the conditions set forth in the Uniform Straight Bill of Lading is the following sentence, which appears in bold type on the face thereof:  
  
NOTE (2) Liability Limitation for loss or damage on this shipment not to exceed \$2.50 per lb. unless otherwise specifically stated. See 49 U.S.C. § 14706 (c) (1) (A) and (B).
2. Consignors may elect to have preprinted their own bill of lading forms, or Consignors who have printed their own bill of lading forms may, at their option, instead of using the Uniform Straight Bill of Lading as set forth, use the Straight Bill of Lading - Short Form, but in either case, the transportation of the shipment by carrier shall be subject to all of the terms and conditions of the Uniform Straight Bill of Lading as shown and provided for in this item on pages 20, 21, 22, 23, 24 and 25 hereof.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (continued)

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(continued)

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (continued)

<b>UNIFORM STRAIGHT BILL OF LADING</b>																																															
<b>ORIGINAL — NOT NEGOTIABLE</b>																																															
<b>MERCER TRANSPORTATION CO.</b>				Carrier's Trip No. _____																																											
<div style="text-align: center; font-size: 2em; margin-bottom: 10px;">1</div> <p>RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request:</p> <p>From _____ Date _____</p> <p>Street _____ City _____ County _____ State _____ Zip _____</p> <p>the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.</p> <p>Consigned to _____</p> <p style="font-size: 0.8em;">On Collect on Delivery Shipments, the letters "C.O.D." must appear before consignee's name.</p> <p>Destination Street _____</p> <p>City _____ County _____ State _____ Zip _____</p> <p>Delivering Carrier _____ Trailer No. _____</p> <p>Additional Shipment Information _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"><p>Collect on Delivery \$ _____ and remit to: _____ C.O.D. charge to be paid by Shipper <input type="checkbox"/> Consignee <input type="checkbox"/></p><p>Street _____ City _____ State _____</p></div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"><thead><tr><th style="width: 10%;">Handling Units No. Type</th><th style="width: 10%;">Packages No. Type</th><th style="width: 5%;">O HM</th><th style="width: 45%;">Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)</th><th style="width: 10%;">Weight (Subject to Correction)</th><th style="width: 10%;">Class or Rate Ref. (For info. Only)</th><th style="width: 10%;">Cube (Optional)</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> <p>Dimension of Material: Height _____ Width _____ Length _____</p> <p>⓪ Mark "X" to designate Hazardous Materials as defined in DOT Regulations.</p> <p>NOTE (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:</p> <p>"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."</p> <p>NOTE (2) Liability Limitation for loss or damage on this shipment not to exceed \$2.50 per lb. unless otherwise specifically stated. See 49 U.S.C. § 14706(e)(1)(A) and (B).</p> <p>NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"><p style="text-align: center;">Freight charges are PREPAID unless marked collect. CHECK BOX IF COLLECT <input type="checkbox"/></p><p style="text-align: center; font-weight: bold;">FOR FREIGHT COLLECT SHIPMENTS:</p><p style="font-size: 0.8em;">If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement:</p><p style="font-size: 0.8em;">The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.</p><p style="text-align: right; font-size: 0.8em;">_____ (Signature of Consignor)</p></div>				Handling Units No. Type	Packages No. Type	O HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For info. Only)	Cube (Optional)																																				Carrier's Order No. _____	
				Handling Units No. Type	Packages No. Type	O HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For info. Only)	Cube (Optional)																																					
Shipper's Bill of Lading No. _____																																															
Consignee's Reference/PO No. _____																																															

Notify if problem enroute or at delivery \_\_\_\_\_ (for informational purposes only)

Send freight bill to: \_\_\_\_\_

Company Name _____	City _____	State _____
Street _____	Zip _____	

Shipper \_\_\_\_\_ Carrier \_\_\_\_\_

Per \_\_\_\_\_ Date \_\_\_\_\_

Shipper Certification	Carrier Certification
This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent document in the vehicle.
Per _____ Date _____	Per _____ Package Nos. _____ Date _____

(continued)

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (continued)

Sec. 1.

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

Sec. 2.

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

Sec. 3.

- (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.
- (b) Claims for loss or damage must be filed within 9 (nine) months after the delivery of the property (or, in the case of export traffic, within 9 (nine) months after delivery at the port of export), except that claims for failure to make delivery must be filed within 9 (nine) months after reasonable time for delivery has elapsed.
- (c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than 2 (two) years and 1 (one) day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part of parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

## Rules and Regulations

### **ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (continued)

#### Sec. 3. (concluded)

- (d) Any carrier or party liable for loss of 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 receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

#### Sec. 4.

- (a) If the consignee refuses the shipment tendered for delivery by carrier or if the carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or to party, if any, designated to receive notice of this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.
- (b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
- (c) Where carrier has attempted to follow the procedure set forth in subsections 4 (a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given with a reasonable time, the carrier may dispose of property to the best advantage.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

### Rules and Regulations

#### **ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (continued)

##### Sec. 4. (concluded)

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

##### Sec. 5.

- (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property 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 recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.
- (b) No carrier hereunder will carry or be liable in any way for documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

##### Sec. 6.

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

##### Sec. 7.

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

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 96A** - Uniform Straight Bill of Lading Terms and Conditions (concluded)

Sect. 7. (concluded)

- (b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carriers.
- (c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sect. 8.

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, shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sect. 9.

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

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

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EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L . Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 97** - Bills of Lading - Contract Terms and Conditions

Unless otherwise agreed to in writing, contract terms and conditions shall be those as indicated in the carrier's Uniform Straight Bill of Lading in effect on the date the shipment was tendered to the carrier. Only carrier personnel with the title of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. No other person(s) is authorized. Where a bill of lading, other than the carrier's Uniform Straight Bill of Lading issued by the shipper, is signed for by the carrier's driver or other person(s), that signature only acknowledges receipt of the freight and identifies the entity to delivery. It is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance by the carrier.

Reference made to Tariffs of "Tariffs on File" means tariffs contained in the carrier's files. Such Tariffs shall be available to shippers on request to the extent that they apply to the shipper.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 14, 1998

EFFECTIVE: July 15, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 98A** - Commercial Zones - CZ

Except where a specific rate is provided from or to a named point in contracts, tariffs or tenders governed by this Rules and Regulations Tariff, when a rate is published from or to a commercial zone (CZ), such rate will apply from, or to, all points in the named commercial zone as defined below:

ATLANTA, GA CZ	Atlanta, GA and points in Clayton, Cobb, De Kalb and Fulton Counties, GA
BALTIMORE, MD CZ	Baltimore, MD and points in Baltimore County, MD
BIRMINGHAM, AL CZ	Birmingham, AL and points in Jefferson County, AL
BOSTON, MA CZ	Boston, MA and points in Suffolk County, MA
BUFFALO, NY CZ	Buffalo, NY and points in Erie County, NY
CHARLESTON, SC CZ	Charleston, SC and points in Charleston County, SC
CHARLOTTE, NC CZ	Charlotte, NC and points in Mecklenburg County, NC
CHATTANOOGA, TN CZ	Chattanooga, TN and points in Hamilton County, TN
CHICAGO, IL, CZ	Chicago, IL and points in Cook and DuPage Counties, IL and Lake County, IN
CINCINNATI, OH, CZ	Cincinnati, OH and points in Hamilton County, OH and Covington, Erlanger, Ludlow and Newport, Kentucky
CLEVELAND, OH, CZ	Cleveland, OH and points in Cuyahoga County, OH
DALLAS, TX, CZ	Dallas, TX and points in Dallas County, TX
DAVENPORT, IA CZ	Davenport, IA and points in Scott County, IA and Moline and Rock Island, IL
DENVER, CO CZ	Denver, CO and points in Denver County, CO
DETROIT, MI CZ	Detroit, MI and points in Macomb, Oakland and Wayne Counties, MI
FT. WORTH, TX CZ	Ft. Worth, TX and point in Tarrant County, TX
HOUSTON, TX CZ	Houston, TX and points in Harris County, TX
INDIANAPOLIS, IN CZ	Indianapolis, IN and point in Marion County, IN
JACKSONVILLE, FL CZ	Jacksonville, FL and points in Duval County, FL
KANSAS CITY, MO CZ	Kansas City, MO and points in Clay, Jackson and Platte Counties, MO and Kansas City, KS and points in Johnson and Wyandotte Counties, KS
KNOXVILLE, TN CZ	Knoxville, TN and points in Knox County, TN

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 29, 2004

EFFECTIVE: April 12, 2004

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 98A** - Commercial Zones - CZ (concluded)

LOS ANGELES, CA CZ	Los Angeles, CA and points in Los Angeles County, CA
LOUISVILLE, KY CZ	Louisville, KY and points in Jefferson County, KY and Clarksville (CL), Jeffersonville and New Albany, IN
MEMPHIS, TN CZ	Memphis, TN and points in Shelby County, TN and Crittenden County, AR
MILWAUKEE, WI CZ	Milwaukee, WI and points in Milwaukee County, WI
MINNEAPOLIS, MN CZ	Minneapolis, MN and points in Hennepin and Ramsey Counties, MN
(n) MONTREAL, QC CZ	Montreal, QC and points in Beauharnois, Chambly, Chateauguay, Deux-Montagnes, Huntingdon, Iberville, Ile de Montreal, Ile Jesus, La Prairie, Napierville, Rouville, Saint-Hyacinthe, Saint-Jean, Soulanges, Vaudreuil and Vercheres Counties, QC
NASHVILLE, TN CZ	Nashville, TN and points in Davidson County, TN
NEW ORLEANS, LA CZ	New Orleans, LA and Arabi, Avondale, Chalmette, Gretna, Harahan, Harvey, Jefferson, Kenner, Marrero, Metairie, Tarrytown and Westwego, LA
NEW YORK, NY CZ	New York, NY and points in Bronx, Kings, New York, Queens and Richmond Counties, NY
OKLAHOMA CITY, OK CZ	Oklahoma City, OK and points in Cleveland and Oklahoma Counties, OK
PHILADELPHIA, PA CZ	Philadelphia, PA and points in Philadelphia County, PA
PHOENIX, AZ CZ	Phoenix, AZ and points in Maricopa County, AZ
PITTSBURGH, PA CZ	Pittsburgh, PA and points in Allegheny County, PA
SAINT LOUIS, MO CZ	St. Louis, MO and points in St. Louis County, MO and Madison and St. Clair Counties, IL
SALT LAKE CITY, UT CZ	Salt Lake City, UT and points in Salt Lake County, UT
SEATTLE, WA CZ	Seattle, WA and points in King County, WA
TAMPA, FL CZ	Tampa, FL and points in Hillsborough and Pinellas Counties, FL
(n) TORONTO, ON CZ	Toronto, ON and points in Durham, Halton, Hamilton-Wentworth, Niagara, Peel, Toronto and York Counties, ON
TULSA, OK CZ	Tulsa, OK and points in Tulsa County, OK

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 29, 2004

EFFECTIVE: April 12, 2004

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 1, 2002

EFFECTIVE: March 4, 2002

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**(n) ITEM 99** - Metric Conversion Instructions

English Units Into Metric Units

DISTANCE	WEIGHTS
1 Inch = 2.54 Centimeters	1 Pound = 0.4536 Kilograms
1 Foot = 30.48 Centimeters	100 Pounds = 45.36 Kilograms
1 Mile = 1.609 Kilometers	1 Ton or 2,000 Pounds = 0.907 Metric Ton

- (a) Converting inches into centimeters: Multiply inches times a factor of 2.54 to determine centimeters. For example, multiplying 480 inches (40 feet) times 2.54 produces 1,219 centimeters.
- (b) Converting miles into kilometers: Multiply miles times a factor of 1.609 to determine kilometers. For example, multiplying 1,000 miles times 1.609 produces 1,609 kilometers.
- (c) Converting pounds into kilograms: Multiply pounds times a factor of .4536 to determine kilograms. For example, multiplying 40,000 pounds times .4536 produces 18,144 kilograms.

Metric Units into English Units

DISTANCE	WEIGHTS
1 Centimeter = 0.3937 Inches	1 Kilogram = 2.2046 Pounds
1 Meter = 39.3700 Inches	1 Metric Ton = 1.102 Ton of 2,000 Pounds
1 Kilometer = 0.6214 Mile	n/a

- (a) Converting centimeters into inches: Multiply centimeters times a factor of .3937 to determine inches. For example, multiplying 1,219 centimeters times .3937 produces 480 inches (40 feet).
- (b) Converting kilometers into miles: Multiply kilometers times a factor of .6214 to determine miles. For example, multiplying 1,609 kilometers times .6214 produces 1,00 miles.
- (c) Converting kilograms into pounds: Multiply kilograms times a factor of 2.2046 to determine pounds. For example, multiplying 18,144 kilograms times 2.2046 produces 40,000 pounds.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 23, 1993

EFFECTIVE: September 2, 1993

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

## **Rules and Regulations**

### **ITEM 100** - Temperature and Humidity Control Equipment (ACTMCV)

1. Whenever the shipment for its protection requires transportation in a vehicle in which the humidity and/or temperature can be controlled at or between specific levels and the carrier provides such equipment, an additional \$75.00 (seventy-five dollars) per day or fraction thereof shall be assessed against the shipment for the use of such equipment.
2. Per day shall be construed to mean each 24-hour period commencing with 12:01 a.m.
3. Shipper will notify the carrier in advance of the placing of equipment of the need for temperature control so that proper equipment can be furnished or the shipper notified of the lack of appropriate equipment.

### **ITEM 101** - Mexican Arbitrary Charge (ACMXAR)

A charge of \$75.00 (seventy-five dollars) will be assessed on shipments moving from, through, or to points in Mexico, which charge shall be in addition to all other applicable charges.

### **(n) ITEM 102A** - California Arbitrary Charges (ACCALA)

A charge of \$1,000.00 (one thousand dollars) will be assessed on shipments moving from, through, or to points in the State of California, which charge shall be in addition to all other applicable charges.

### **ITEM 103** - Alaskan Licenses (ACAKPT)

When carrier is required to license vehicles transporting shipments to Alaska, the licensing costs will be charged to the party responsible for payment of the freight charges.

### **ITEM 104** - Canadian Single Trip Licenses (ACCAPT)

When carrier is required to purchase single trip licenses for vehicles entering Canada, the cost of these permits will be charged to the party responsible for payment of the freight charges.

### **ITEM 106** - Canadian Goods and Services Tax (ACGST)

Shipments moving between points in Canada will be subject to a Goods and Services Tax of 7% (seven percent) of the line haul revenue. This amount will be remitted to the Canadian Government.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: November 27, 2013

EFFECTIVE: January 1, 2014

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

**ITEM 107** - Services Ordered in Advance of Movement

When carrier is requested to furnish equipment at a designated point and based on information supplied by the party ordering such equipment the shipment will require any of the following services, viz: Special permits from state, county or municipal regulatory bodies for the movement thereof, escort vehicles, extra labor, shoring or rigging service or the surveying of routes to be traveled, such services may, at the option of the carrier, be purchased in advance of the movement and purchased on the basis of information supplied by the party ordering such equipment, subject to the following provisions:

1. If after purchase of said services designated by the shipper, shipper fails to tender a shipment (through no fault of the carrier), carrier will charge to the party paying the freight charges that total the amount of such services purchased, plus \$20.00 (twenty dollars) for each separate service purchased to cover the cost of procuring such services. Such charges will be in addition to all other applicable tariff charges.
2. If after purchase of said services designated by the shipper it is discovered that the shipment does not require such services (through no fault of the carrier), said services purchased on the basis of information supplied will be charged to the party paying the freight charges, plus \$20.00 (twenty dollars) for each separate service purchased to cover the cost of procuring such services. Such charges will be in addition to all other applicable tariff charges.
3. If after purchase of said services designated by the shipper it is discovered that the weight and/or dimensions and/or originally scheduled destination or other information pertinent to the purchase of said services is not in accordance with information supplied in advance of the movement (through no fault of the carrier), permits and/or other services must be reordered and/or revised, carrier will charge party paying the freight charges the amount and/or additional amount of each reordered or revised permit and/or other service, plus \$20.00 (twenty dollars) for each separate service purchased to cover the cost of procuring such services. Such charges will be in addition to all other applicable tariff charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110B** - Item cancelled. For future application see Item 110C below.

**(n) ITEM 110C** - Permits and Licenses

1. Highway transportation is subject to state laws, county and municipal ordinances which provide maximum allowable dimensions for width, for height and for length and for limitations as to weight. Shipments in excess of the allowable dimensions are call overwidth, overheight, overlength or as an all-inclusive term, overdimensional shipments and shipments exceeding the allowable weight are called overweight shipments. Overdimensional shipments and overweight shipments may be transported on the highways only after a special permit has been obtained from the state, county or municipal agency having proper jurisdiction.
2. When shipments require permits issued by states, cities, counties or municipal regulatory agencies, carrier will obtain such permits under the conditions provided in Paragraph 5.
3.
  - a. If through no fault of the carrier, permits expire and the carrier is required to obtain duplicates, the charge for each duplicate permit obtained shall also be charged against the shipment. This shall not be construed to relieve the shipment of the cost of the initial permit or any previous duplicates.
  - b. Overweight permits, when required, will also be obtained by the carrier and the same charge as provided in Paragraph 5 will be assessed, however, when the state or states traversed assess an additional charge for overweight items based on the weight of the item or some similar formula such as additional charge will be added to the charge provided for in Paragraph 5.
  - c. Where shipments move subject to Item 130 herein (Stopping-in-Transit), charges to apply to each shipment will be those applicable from initial origin through successive origins to final destination via intermediate estinations, such charges to be applied individually between states involved, on each segment of the movement of such load, i.e., from initial origin state to each successive origin state, and from last origin state to first destination state and from there to each subsequent destination state, to the extent that the load exceeds the maximum allowable dimensions and weight limitations.
4. When shipments require special overdimensional or overweight permits, mileage used to obtain applicable rate will be that mileage from origin to destination computed over routes as shown on special permits as issued by agencies.
5. When due to size of shipments special state permits are required for transportation, the charges provided as follows will be assessed. When due to the nature of lading, special permits charges in excess of those published herein are insured by the carrier, such additional charges will be charged to the party paying the freight charges. These charges shall be in addition to all other applicable rates and charges.

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ISSUED: November 29, 2018

EFFECTIVE: December 4, 2018

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rles and Reglations

**ITEM 110C - contined Paragraph 5 Permits and Licenses**

**CHARGES IN DOLLARS PER TRCK SED**

<b>BETWEEN</b>	<b>AND</b>	<b>AK</b>	<b>AL</b>	<b>AR</b>	<b>AZ</b>	<b>CA</b>	<b>CO</b>	<b>CT</b>	<b>DC</b>	<b>DE</b>
<b>AK</b>		132	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AL</b>		843	42	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AR</b>		635	183	44	n/a	n/a	n/a	n/a	n/a	n/a
<b>AZ</b>		576	462	239	37	n/a	n/a	n/a	n/a	n/a
<b>CA</b>		590	474	335	133	69	n/a	n/a	n/a	n/a
<b>CO</b>		590	321	182	161	234	52	n/a	n/a	n/a
<b>CT</b>		1180	615	577	758	877	731	58	n/a	n/a
<b>DC</b>		1134	470	359	527	848	760	433	114	n/a
<b>DE</b>		1082	418	411	579	638	602	262	233	62
<b>FL</b>		903	177	318	597	680	416	615	470	418
<b>GA</b>		903	177	318	471	588	402	492	341	294
<b>IA</b>		274	403	205	354	374	138	710	663	611
<b>ID</b>		425	440	283	281	219	237	784	828	776
<b>IL</b>		688	470	205	319	390	334	466	616	320
<b>IN</b>		705	557	320	483	470	344	546	529	477
<b>KS</b>		649	392	208	241	337	201	624	679	475
<b>KY</b>		775	366	322	483	542	411	454	303	370
<b>LA</b>		807	297	193	191	287	297	563	379	489
<b>MA</b>		1165	717	679	885	◆ 1046	783	◆ 198	535	◆ 402
<b>MD</b>		1030	398	327	423	782	640	329	213	129
<b>ME</b>		1252	837	799	1005	1028	863	280	655	484
<b>MI</b>		980	532	464	652	549	384	551	536	512
<b>MN</b>		557	479	232	347	398	205	733	718	634
<b>MO</b>		635	257	178	232	328	247	588	675	591
<b>MS</b>		742	156	151	346	435	319	578	333	447

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21,2019

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., .O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>AND BETWEEN</b>	<b>AK</b>	<b>AL</b>	<b>AR</b>	<b>AZ</b>	<b>CA</b>	<b>CO</b>	<b>CT</b>	<b>DC</b>	<b>DE</b>
<b>MT</b>	505	391	387	281	321	237	740	827	743
<b>NC</b>	1025	267	273	378	593	536	472	279	313
<b>ND</b>	552	487	202	272	368	217	780	701	582
<b>NE</b>	608	442	247	280	256	138	749	734	650
<b>NH</b>	1183	768	697	903	926	761	178	551	382
<b>NJ</b>	1115	600	429	787	858	693	210	335	164
<b>NM</b>	575	351	212	161	270	295	570	623	723
<b>NV</b>	538	605	369	173	133	254	828	821	769
<b>NY (State)</b>	1115	600	529	710	806	693	260	385	212
<b>NY City &amp; LI, NY</b>	1359	747	773	954	1075	937	402	629	458
<b>OH</b>	913	463	402	560	656	491	484	437	385
<b>OK</b>	591	311	172	301	322	223	593	735	495
<b>OR</b>	363	484	347	145	91	291	949	902	798
<b>PA</b>	963	448	377	686	793	656	260	263	211
<b>RI</b> ◆	1201	686	570	848	915	781	198	519	452
<b>SC</b>	986	219	246	518	635	488	397	236	251
<b>SD</b>	527	294	331	364	293	170	770	723	671
<b>TN</b>	847	352	226	428	545	398	464	303	318
<b>TX</b>	627	359	172	245	301	255	665	442	603
<b>UT</b>	467	481	281	121	175	173	831	784	580
<b>VA</b>	977	299	263	527	616	640	339	231	193
<b>VT</b>	1212	797	681	782	824	790	207	528	411
<b>WA</b>	267	608	369	167	194	261	908	785	809
<b>WI</b>	607	510	190	472	373	265	703	656	604
<b>WV</b>	945	331	260	619	584	573	339	213	193
<b>WY</b>	507	482	321	161	321	240	789	710	690

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>FL</b>	<b>GA</b>	<b>IA</b>	<b>ID</b>	<b>IL</b>	<b>IN</b>	<b>KS</b>	<b>KY</b>
<b>AK</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AL</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AR</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AZ</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CA</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CO</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CT</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>DC</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>DE</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>FL</b>		102	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>GA</b>		177	53	n/a	n/a	n/a	n/a	n/a	n/a
<b>IA</b>		463	414	57	n/a	n/a	n/a	n/a	n/a
<b>ID</b>		646	536	270	54	n/a	n/a	n/a	n/a
<b>IL</b>		481	389	171	354	97	n/a	n/a	n/a
<b>IN</b>		568	392	335	446	261	102	n/a	n/a
<b>KS</b>		452	360	132	285	207	299	46	n/a
<b>KY</b>		371	242	482	605	348	261	324	82
<b>LA</b>		270	340	354	450	307	399	256	338
<b>MA</b>		750	633	747	975	799	648	795	570
<b>MD</b>		398	341	559	735	480	425	575	318
<b>ME</b>		837	746	782	958	799	648	846	676
<b>MI</b>		725	456	303	479	502	343	378	415
<b>MN</b>		459	443	127	223	238	259	150	505
<b>MO</b>		416	324	156	267	171	288	163	310
<b>MS</b>		199	199	267	381	265	357	238	296

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 17, 2019

EFFECTIVE: July 11, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>AND BETWEEN</b>	<b>FL</b>	<b>GA</b>	<b>IA</b>	<b>ID</b>	<b>IL</b>	<b>IN</b>	<b>KS</b>	<b>KY</b>
<b>MT</b>	628	495	226	156	313	368	59	614
<b>NC</b>	267	143	549	541	394	388	371	257
<b>ND</b>	547	455	211	240	255	306	204	415
<b>NE</b>	502	410	123	306	210	275	159	434
<b>NH</b>	768	639	680	910	578	546	803	551
<b>NJ</b>	600	376	576	677	465	464	587	370
<b>NM</b>	486	394	300	238	375	420	214	492
<b>NV</b>	665	517	244	222	331	423	278	407
<b>NY (State)</b>	600	424	560	725	513	498	635	458
<b>NY City &amp; LI, NY</b>	844	657	856	969	809	562	884	744
<b>OH</b>	523	381	357	587	435	276	498	348
<b>OK</b>	446	282	225	270	263	272	102	357
<b>OR</b>	702	610	244	98	331	423	359	517
<b>PA</b>	448	344	530	625	512	425	535	348
<b>RI</b>	686	557	770	865	653	566	775	592
<b>SC</b>	219	180	553	583	436	436	387	257
<b>SD</b>	500	447	133	259	181	296	87	367
<b>TN</b>	320	284	396	554	389	335	318	231
<b>TX</b>	486	394	288	362	288	395	201	300
<b>UT</b>	584	492	206	158	265	357	241	451
<b>VA</b>	299	175	591	767	544	457	388	437
<b>VT</b>	797	643	607	772	560	473	623	595
<b>WA</b>	667	576	262	98	376	468	325	540
<b>WI</b>	521	429	127	349	236	276	247	475
<b>WV</b>	331	294	492	735	512	425	423	268
<b>WY</b>	542	450	164	156	244	315	199	409

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>AND BETWEEN</b>	<b>LA</b>	<b>MA</b>	<b>MD</b>	<b>ME</b>	<b>MI</b>	<b>MN</b>	<b>MO</b>	<b>MS</b>	<b>MT</b>
<b>AK</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AL</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AR</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AZ</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CO</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CT</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>DC</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>DE</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>FL</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>GA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>IA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>ID</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>IL</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>IN</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>KS</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>KY</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>LA</b>	52	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MA</b>	◆ 723	112	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MD</b>	365	◆ 467	77	n/a	n/a	n/a	n/a	n/a	n/a
<b>ME</b>	837	232	549	112	n/a	n/a	n/a	n/a	n/a
<b>MI</b>	466	503	492	623	77	n/a	n/a	n/a	n/a
<b>MN</b>	297	685	582	805	500	40	n/a	n/a	n/a
<b>MO</b>	243	689	539	809	457	114	37	n/a	n/a
<b>MS</b>	193	675	328	720	598	255	178	32	n/a

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**(C)ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>LA</b>		<b>MA</b>		<b>MD</b>		<b>ME</b>		<b>MI</b>		<b>MN</b>		<b>MO</b>		<b>MS</b>		<b>MT</b>
<b>MT</b>		406		794		691		941		609		179		223		364		72
<b>NC</b>		239		457		274		577		456		461		400		240		517
<b>ND</b>		343	◆	881		629		852		547		124		204		309		159
<b>NE</b>		306		701		598		771		516		210		123		264		262
<b>NH</b>		735	◆	168		449		232		521		750		707		693		812
<b>NJ</b>		437		312		231		482		353		634		539		350		744
<b>NM</b>		186	◆	864		500		826		509		367		280		319		322
<b>NV</b>		309		849		723		969		664		339		328		442		262
<b>NY (State)</b>		515	◆	298		331		380		493		879		587		545		692
<b>NY City, &amp; LI, NY</b>		592	◆	542		523		676		789		846		883		769		988
<b>OH</b>		437		436		333		556		343		433		368		308		582
<b>OK</b>		202	◆	792		521		792		469		297		165		206		246
<b>OR</b>		406	◆	939		714		969		664		237		307		428		215
<b>PA</b>		435		511		179		482		301		483		539		445		592
<b>RI</b>	◆	653		198		365		270		539		768		736		616		870
<b>SC</b>		191	◆	621		231		673		590		503		351		149		537
<b>SD</b>		263	◆	860		587		842		537		124		160		262		196
<b>TN</b>		340		526		266		738		363		413		309		282		495
<b>TX</b>		158		789		437		752		483		318		241		279		318
<b>UT</b>		340	◆	921		648		903		426		275		241		324		280
<b>VA</b>		271	◆	531		141		529		432		661		352		261		763
<b>VT</b>		764		259		478		177		448		630		634		727		739
<b>WA</b>		472	◆	1009		682		980		501		222		293		430		160
<b>WI</b>		347		654		520		775		296		127		154		305		301
<b>WV</b>		298		409		159		581		283		562		387		261		731
<b>WY</b>		406	◆	879		560		954		419		189		161		325		198

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019



Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>NC</b>	<b>ND</b>	<b>NE</b>	<b>NH</b>	<b>NJ</b>	<b>NM</b>	<b>NV</b>	<b>NY (State)</b>	<b>NYC &amp; LI, NY</b>
AK		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AL		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AR		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZ		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CA		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CO		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CT		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DC		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DE		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
FL		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
GA		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IA		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ID		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IL		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IN		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
KS		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
KY		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LA		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MA		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MD		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MI		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MN		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MO		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MS		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>NC</b>	<b>ND</b>	<b>NE</b>	<b>NH</b>	<b>NJ</b>	<b>NM</b>	<b>NV</b>	<b>NY (State)</b>	<b>NYC &amp; LI, NY</b>
<b>MT</b>		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>NC</b>		58	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>ND</b>		455	57	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>NE</b>		500	180	49	n/a	n/a	n/a	n/a	n/a	n/a
<b>NH</b>		553	750	719	28	n/a	n/a	n/a	n/a	n/a
<b>NJ</b>		376	582	651	330	62	n/a	n/a	n/a	n/a
<b>NM</b>		351	250	253	724	550	50	n/a	n/a	n/a
<b>NV</b>		607	309	197	867	799	173	47	n/a	n/a
<b>NY (State)</b>		339	630	599	278	212	681	747	77	n/a
<b>NY City &amp; LI, NY</b>		635	926	795	522	406	953	1043	456	254
<b>OH</b>		302	517	449	452	298	443	597	334	714
<b>OK</b>		265	260	168	648	612	178	301	596	849
<b>OR</b>		655	207	323	867	699	185	182	705	951
<b>PA</b>		259	629	511	280	211	620	618	160	389
<b>RI</b>	◆	425	768	737	216	248	895	858	298	492
<b>SC</b>		143	503	437	601	353	516	576	381	677
<b>SD</b>		413	196	133	740	613	364	281	620	866
<b>TN</b>		282	414	395	596	348	402	517	376	712
<b>TX</b>		444	344	253	702	539	178	245	780	883
<b>UT</b>		497	245	131	849	633	161	133	681	977
<b>VA</b>		175	501	447	459	263	516	551	433	359
<b>VT</b>		691	784	646	177	359	818	765	157	569
<b>WA</b>		585	264	254	878	710	262	150	810	1065
<b>WI</b>		515	127	250	673	505	358	371	553	816
<b>WV</b>		207	469	461	427	263	524	717	291	587
<b>WY</b>		526	154	89	759	591	174	198	639	868

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>AND BETWEEN</b>	<b>OH</b>	<b>OK</b>	<b>OR</b>	<b>PA</b>	<b>RI</b>	<b>SC</b>	<b>SD</b>	<b>TN</b>	<b>TX</b>
<b>AK</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AL</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AR</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>AZ</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CO</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>CT</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>DC</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>DE</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>FL</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>GA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>IA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>ID</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>IL</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>IN</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>KS</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>KY</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>LA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MA</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MD</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>ME</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MI</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MN</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MO</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>MS</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>OH</b>	<b>OK</b>	<b>OR</b>	<b>PA</b>	<b>RI</b> ◆	<b>SC</b>	<b>SD</b>	<b>TN</b>	<b>TX</b>
MT		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NC		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ND		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NE		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NH		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NJ		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NM		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NV		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NY (State)		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NY City, & LI, NY		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OH		184	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OK		376	66	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OR		597	328	32	n/a	n/a	n/a	n/a	n/a	n/a
PA		385	599	659	60	n/a	n/a	n/a	n/a	n/a
RI	◆	472	604	897	397	48	n/a	n/a	n/a	n/a
SC		388	324	605	301	489	52	n/a	n/a	n/a
SD		470	225	234	552	683	590	47	n/a	n/a
TN		286	282	515	430	514	234	408	95	n/a
TX		558	178	364	507	608	396	285	306	82
UT		516	262	111	593	769	534	170	449	298
VA		365	663	586	191	429	217	651	231	343
VT		481	706	846	456	215	428	769	525	634
WA		532	350	54	669	907	618	237	533	386
WI		403	210	284	453	693	476	164	337	359
WV		333	441	798	266	429	299	552	226	437
WY		474	184	200	551	779	492	126	407	282

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>UT</b>	<b>VA</b>	<b>VT</b>	<b>WA</b>	<b>WI</b>	<b>WV</b>	<b>WY</b>		
AK		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
AL		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
AR		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
AZ		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
CA		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
CO		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
CT		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
DC		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
DE		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
FL		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
GA		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
IA		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
ID		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
IL		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
IN		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
KS		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
KY		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
LA		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
MA		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
MD		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
ME		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
MI		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
MN		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
MO		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
MS		n/a	n/a	n/a	n/a	n/a	n/a	n/a		

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 5 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

<b>BETWEEN</b>	<b>AND</b>	<b>UT</b>	<b>VA</b>	<b>VT</b>	<b>WA</b>	<b>WI</b>	<b>WV</b>	<b>WY</b>		
MT		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NC		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
ND		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NE		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NH		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NJ		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NM		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NV		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NY (State)		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
NY City & LI, NY		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
OH		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
OK		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
OR		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
PA		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
RI		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
SC		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
SD		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
TN		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
TX		n/a	n/a	n/a	n/a	n/a	n/a	n/a		
UT		52	n/a	n/a	n/a	n/a	n/a	n/a		
VA		712	42	n/a	n/a	n/a	n/a	n/a		
VT		728	338	57	n/a	n/a	n/a	n/a		
WA		180	789	805	32	n/a	n/a	n/a		
WI		305	584	600	393	50	n/a	n/a		
WV		680	141	306	757	584	42	n/a		
WY		134	478	686	180	206	670	50		

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 19, 2019

EFFECTIVE: July 21, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 110C - continued** Paragraph 6 Permits and Licenses

6. When due to size of shipments special municipal or county permits are required for transportation, the charges provided as follows will be assessed. When due to the nature of lading, special permits charges in excess of those published herein are insured by the carrier, such additional charges will be charged to the party paying the freight charges. These charges shall be in addition to all other applicable rates and charges.

**CHARGES IN DOLLARS PER TRUCK USED**

CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE
<b>AZ, viz:</b>		<b>CA, viz: (cont)</b>		<b>CA, viz: (cont)</b>	
Maricopa Co.	12.00	Chino (San Bernardino)	¶70.00	▲Half Moon Bay (San Mateo Co.)	¶574.00
Navajo	12.00	▲Chino Hills (San Bernardino Co.)	157.00	Hawthorne (Los Angeles)	¶120.00
▲Phoenix (Maricopa Co.)	◆¶54.00	▲Chula Vista (San Diego Co.)	◆¶161.00	▲Hayward (Alameda Co.)	◆¶70.00
▲Tempe (Maricopa Co.)	◆¶74.00	▲Clark Creek (Shasta Co.)	◆¶78.00	▲Highland (San Bernardino Co.)	◆¶145.00
		▲Clovis (Fresno)	◆¶71.50	Humboldt Co.	35.00
<b>BC, viz:</b>		▲Coachella (Riverside Co.)	¶126.00	▲Huntington Beach (Orange Co.)	◆¶70.00
Coquitlam	62.00	Colton (San Bernardino)	¶122.00		
Port Moody	312.00	Colusa Co.	34.00	Imperial Co.	45.00
Surrey	75.00	▲Compton (Los Angeles Co.)	◆¶207.00	▲Inglewood (Los Angeles Co.)	◆¶89.00
		Contra Costa Co.	35.00	▲Irvine (Orange Co.)	◆¶70.00
<b>CA, viz:</b>		▲Corona (Riverside Co.)	◆¶119.00	▲Irwindale (Los Angeles Co.)	◆¶135.00
Adelanto (San Bernardino)	¶70.00	▲Cupertino (Santa Clara Co.)	◆¶70.00		
Alameda Co.	35.00	▲Cypress (Orange Co.)	◆¶119.00	Kern Co.	19.00
▲Anaheim (Orange Co.)	◆¶70.00			Kings Co.	34.00
▲Antioch (Contra Costa Co.)	◆¶70.00	▲Dana Point (Orange Co.)	◆¶185.00		
▲Arcata (Humboldt Co.)	◆¶47.00	▲Davis (Yolo Co.)	◆¶70.00	▲Laguna (Imperial Co.)	¶70.00
▲Atwater (Merced Co.)	◆¶71.00	▲Dixon (Solano Co.)	◆¶79.00	Lake Co.	35.00
Azusa (Los Angeles)	¶72.00			▲Lake Elsinore (Riverside Co.)	◆¶69.00
		▲East Palo Alto (San Mateo Co.)	◆¶216.00	Lassen Co.	35.00
▲Bakersfield (Kern Co.)	◆¶54.00	▲El Centro (Imperial Co.)	◆¶205.00	▲Livermore (Alameda Co.)	◆¶70.00
Beaumont (Riverside)	¶103.00	▲Elk Grove (Sacramento Co.)	◆¶70.00	▲Loomis (Placer Co.)	◆¶119.00
▲Benicia (Solano Co.)	◆¶81.00			▲Los Altos (Santa Clara Co.)	◆¶79.00
▲Berkeley (Alameda Co.)	◆¶70.00	▲Fairfield (Solano Co.)	◆¶81.00	Los Angeles (Los Angeles)	¶70.00
Bishop	44.00	Fontana (San Bernardino)	¶122.00	Los Angeles Co.	35.00
▲Blythe (Riverside Co.)	◆¶69.00	Fremont (Alameda)	¶70.00		
▲Brea (Orange Co.)	◆¶74.00	Fresno Co.	35.00	Madera (Madera)	¶72.00
▲Buena Park (Orange Co.)	◆¶70.00	▲Fullerton (Orange Co.)	◆¶70.00	Madera Co.	35.00
Butte Co.	35.00			Malibu (Los Angeles)	¶70.00
		▲Garden Grove (Orange Co.)	◆¶139.00	▲Martinez (Contra Costa)	◆¶70.00
▲Camarillo (Ventura Co.)	◆¶70.00	Gardena (Los Angeles)	¶70.00		
▲Carlsbad (San Diego Co.)	◆¶86.00	▲Gilroy (Santa Clara Co.)	◆¶70.00		
▲Ceres (Stanislaus Co.)	◆¶70.00	Glenn Co.	35.00		
Chico (Butte Co.)	¶70.00				

¶ - Charge includes city and county overdimensional permit costs.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

Rules and Regulations

**ITEM 110C - continued** Paragraph 6 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE
<b>CA, viz: (cont)</b>		<b>CA, viz: (cont)</b>		<b>CA, viz: (cont)</b>	
Mendocino Co.	37.00	Redondo Beach (Los Angeles Co.)	¶174.00	Suisun City (Solano Co.)	¶181.00
Menlo Park (San Mateo Co.)	¶71.00	Rialto (San Bernardino)	70.00	Sutter Co.	35.00
Merced Co.	36.00	Richmond	35.00	Tehama Co.	34.00
Modesto (Stanislaus Co.)	¶70.00	Riverside (Riverside Co.)	¶69.00	Torrance (Los Angeles)	¶138.00
Montclair (San Bernardino)	¶154.00	Riverside Co.	34.00	Tracy (San Joaquin Co.)	◆¶229.00
Montebello (Los Angeles Co.)	¶145.00	Rocklin (lacer Co.)	¶61.00	Tulare (Tulare Co.)	¶55.00
Monterey Co.	35.00	Roseville (lacer Co.)	¶61.00	Tulare Co.	19.00
Moreno Valley (Riverside Co.)	¶180.00	Sacramento (Sacramento)	¶70.00	Tuolumne Co.	35.00
Mountain View (Kern Co.)	¶54.00	Sacramento Co.	35.00	Turlock (Stanislaus)	¶70.00
Murrieta (Riverside)	¶80.00	Salinas (Monterey Co.)	¶90.00	Twentynine alms (San Bern. Co.)	¶71.00
		San Benito Co.	35.00	West Sacramento	34.00
National City (San Diego Co.)	¶145.00	San Bernardino Co.	35.00	Vallejo	35.00
Needles (San Bernardino Co.)	¶70.00	San Carlos (San Diego Co.)	¶70.00	Ukiah (Mendocino Co.)	¶72.00
		San Diego (San Diego Co.)	¶69.00	Vallejo (Solano Co.)	¶81.00
Oakland (Alameda Co.)	¶70.00	San Diego Co.	35.00	Ventura (Ventura Co.)	¶130.00
Ontario (San Bernardino)	¶70.00	San Francisco	35.00	Ventura Co.	35.00
Orange (Orange Co.)	¶70.00	San Jose (Santa Clara Co.)	¶70.00	Victorville (San Bernardino)	¶89.00
Orange Co.	35.00	San Joaquin Co.	◆191.00	Visalia (Tulare Co.)	¶57.00
Oroville (Butte Co.)	¶71.00	San Leandro (Alameda Co.)	¶70.00	West Sacramento (Yolo Co.)	¶69.00
Oxnard (Ventura Co.)	¶120.00	San Luis Obispo Co.	35.00	Yolo Co.	35.00
		San Marcos (San Diego Co.)	¶69.00	Yorba Linda (Orange Co.)	¶70.00
Palo Alto (Santa Clara Co.)	¶70.00	San Mateo Co.	36.00	Yountville	113.00
Pasadena (Los Angeles)	¶104.00	Santa Ana (Orange Co.)	¶74.00	Yuba Co.	35.00
Paso Robles (San Luis Obispo Co.)	¶70.00	Santa Barbara Co.	35.00		
Perris (Riverside)	¶70.00	Santa Clara (Santa Clara Co.)	¶70.00	<b>CO, viz:</b>	
Petaluma	36.00	Santa Clara Co.	35.00	Colorado Springs	12.00
Pittsburg (Contra costa Co.)	¶70.00	Santa Clarita (Los Angeles)	¶70.00	Commerce City	67.00
Placentia (Orange Co.)	¶125.00	Santa Cruz Co.	110.00	Crile Creek (Teller Co.)	¶334.00
Placer Co.	84.00	Santa Maria (Santa Barbara Co.)	¶70.00	Moffat Co.	36.00
Pleasanton (Alameda Co.)	¶69.00	Santa aula (Ventura Co.)	¶70.00	Teller Co.	52.00
Plumas Co.	40.00	Scotts Valley (Santa Cruz Co.)	¶195.00		
Pomona (Los Angeles)	¶134.00	Seal Beach (Orange Co.)	¶120.00	<b>IA, viz:</b>	
Port Hueneme (Ventura Co.)	¶145.00	Selma (Fresno Co.)	¶70.00	Ames	12.00
Poway (San Diego Co.)	¶54.00	Shasta Co.	34.00	Des Moines	47.00
		Solano Co.	46.00	Des Moines Co.	12.00
Rancho Cucamonga (San Bern. Co.)	¶69.00	Stanislaus Co.	35.00	<b>ID, viz:</b>	
Rancho Santa Margarita (Orange Co.)	¶70.00	Stockton (San Joaquin Co.)	◆¶286.00	Idaho Falls	72.00

¶ - Charge includes city and county overdimensional permit costs.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 13, 2020

EFFECTIVE: February 14, 2020

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232



Rules and Regulations

**ITEM 110C - concluded** Paragraph 6 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE
<b>IL, viz:</b>		<b>IL, viz: (conc)</b>		<b>IL, viz: (conc)</b>	
▲Addison (Du Page Co.)	◆\$79.00	Frankfort	12.00	▲Midlothian (Cook Co.)	◆\$109.00
Algonquin	62.00	Franklin Co.	12.00	Minooka	12.00
▲Arlington Heights (Cook Co.)	◆\$79.00	Fulton Co.	27.00	▲Morris (Grundy Co.)	◆\$104.00
▲Aurora (Kane Co.)	◆\$124.00	Glenview	62.00	Morton Grove	87.00
Barrington Hills	32.00	Grafton	42.00	Mount Prospect	54.00
▲Barrington (Cook Co.)	◆\$59.00	Grundy Co.	42.00	▲Naperville (Du Page Co.)	◆\$89.00
▲Batavia (Kane Co.)	◆\$124.00	Hampshire	20.00	▲Normal (McLean Co.)	◆\$69.00
Bedford Park	42.00	Hanover Park	12.00	North Aurora	87.00
▲Bensenville (Cook Co.)	◆\$109.00	▲Harvard (McHenry Co.)	◆\$54.00	▲NorthLake (Cook Co.)	◆\$176.00
▲Bloomington (McLean Co.)	◆\$124.00	Hebron	12.00	Oakwood Hills	62.00
Boone County	62.00	▲Highland Park (Lake Co.)	◆\$107.00	O'Fallon	72.00
Buffalo Grove	64.00	Hillsboro	12.00	Ogle County	22.00
Bureau County	12.00	Hinsdale	12.00	▲Oswego (Kendall Co.)	◆\$99.00
Burr Ridge	32.00	Hoffman Estates	62.00	Palatine	12.00
Carol Stream	62.00	▲Huntley (McHenry Co.)	◆\$84.00	▲Park Ridge (Cook Co.)	◆\$119.00
Cary	52.00	▲Itasca (Du Page Co.)	◆\$89.00	▲Peoria (Peoria Co.)	◆\$39.00
Channahon	12.00	Jo Daviess Co.	12.00	Peoria Co.	27.00
▲Chicago (Cook Co.)	◆\$134.00	▲Joliet (Will Co.)	◆\$189.00	Pike Co.	12.00
Chicago Ridge	42.00	Kane Co.	62.00	Plainfield	62.00
Christian Co.	42.00	Kankakee	37.00	Quincy (Adams Co.)	62.00
Cincinnati Landing	104.00	Kendall Co.	37.00	Richton Park	87.00
Clark Co.	62.00	Lake Co.	45.00	Rochelle	37.00
Crestwood	12.00	▲Lakewood (Du Page Co.)	◆\$139.00	Rock Island Co.	62.00
Cook Co.	47.00	Lansing	37.00	Rockdale	62.00
Danville	12.00	LaSalle	42.00	▲Rolling Meadows (Cook Co.)	◆\$59.00
▲Decatur (Macon Co.)	◆\$74.00	Lee Co.	22.00	Romeoville	12.00
Deerfield	62.00	Lemont	137.00	Sangamon Co.	72.00
Dekalb	37.00	Livingston Co.	37.00	Schaumburg	67.00
Dekalb Co.	17.00	Lombard	67.00	Schiller Park	62.00
▲Dixon (Lee Co.)	◆\$34.00	Macon Co.	62.00	South Holland	62.00
Downers Grove	75.00	Madison	12.00	▲Saint Charles (Du Page Co.)	◆\$89.00
Dupage Co.	27.00	▲Manhattan (Will Co.)	◆\$69.00	Stephenson Co.	47.00
▲Elgin (Kane Co.)	◆\$160.00	Marengo	12.00	Sugar Grove	12.00
▲Elk Grove Village (Cook Co.)	◆\$109.00	Marshall Co.	12.00	Taylor Springs	12.00
▲Elmhurst (Du Page Co.)	◆\$89.00	▲McHenry (McHenry Co.)	◆\$84.00	Tazewell Co.	62.00
▲Evanston (Cook Co.)	◆\$109.00	McHenry Co.	42.00	Vernon Hills	18.00
Fox River Grove	52.00	McLean Co.	57.00	c	c
		Metropolis	37.00	▲Warrenville (Du Page Co.)	◆\$89.00

¶ - Charge includes city and county overdimensional permit costs.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 27, 2019

EFFECTIVE: September 25, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232**

Rules and Regulations

**ITEM 110C - concluded** Paragraph 6 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE
<b>IL, viz: (conc)</b>		<b>MI, viz: (conc)</b>		<b>MI, viz: (conc)</b>	
Wauconda	12.00	Alpena Co.	37.00	Kalkaska Co.	37.00
▲Waukegan (Lake Co.)	◆\$57.00	Antrim Co.	37.00	Kent Co.	62.00
▲West Chicago (Du Page Co.)	◆\$69.00	Arenac Co.	37.00	Lake Co.	22.00
Westmont	87.00	Auburn Hills (Oakland Co.)	◆\$62.00	▲Lake Orion (Oakland Co.)	◆\$124.00
Wheeling	12.00	Baraga Co.	12.00	Lansing (Ingham Co.)	◆\$116.00
Whiteside Co.	33.00	Bay Co.	37.00	Lapeer Co.	37.00
Will Co.	27.00	Benzie Co.	37.00	Leelanau Co.	39.00
▲Wilmington (Will Co.)	◆\$99.00	Berrien Co.	62.00	Lenawee Co.	37.00
Winfield	87.00	Branch Co.	37.00	Livingston Co.	37.00
Winnebago Co.	237.00	Calhoun Co.	52.00	▲Macomb (Macomb Co.)	◆\$99.00
Winthrop Harbor	37.00	Cass Co.	62.00	Macomb Co.	37.00
▲Wood Dale (Du Page Co.)	◆\$89.00	Charlevoix Co.	37.00	▲Manistee (Manistee Co.)	◆\$74.00
		Cheboygan Co.	37.00	Manistee Co.	37.00
<b>IN, viz:</b>		Chippewa Co.	37.00	Marquette Co.	37.00
Carmel	12.00	Clare Co.	37.00	Mason Co.	62.00
Indianapolis	232.00	Clinton Co.	62.00	Mecosta Co.	12.00
South Bend	12.00	Crawford Co.	39.00	Midland	116.00
		Delta Co.	39.00	Midland Co.	37.00
<b>KS, viz:</b>		▲Detroit (Wayne Co.)	◆\$279.00	Missaukee Co.	37.00
Wichita	77.00	Dickinson Co.	37.00	▲Monroe (Monroe Co.)	◆\$149.00
		Eaton Co.	62.00	Monroe Co.	112.00
<b>LA, viz:</b>		Emmet Co.	37.00	Montcalm Co.	62.00
New Orleans	62.00	Flint	12.00	Montmorency Co.	37.00
		Genesee Co.	37.00	Muskegon Co.	37.00
<b>MA, viz:</b>		Gladwin Co.	37.00	Newaygo Co.	37.00
Boston	512.00	Gogebic Co.	12.00	Oakland Co.	62.00
		Grand Traverse Co.	37.00	Oceana Co.	37.00
<b>MB, viz:</b>		Gratiot Co.	37.00	Ogemaw Co.	37.00
Manitoba	18.00	Hillsdale Co.	37.00	Osceola Co.	37.00
Winnepeg	100.00	Houghton Co.	37.00	Oscoda Co.	37.00
		Huron Co.	12.00	Ostego Co.	37.00
<b>MD, viz:</b>		Ingham Co.	54.00	Ottawa Co.	37.00
Baltimore	98.00	Iona Co.	37.00	Presque Isle Co.	37.00
		Iosco Co.	12.00	Roscommon Co.	37.00
<b>MI, viz:</b>		Isabella Co.	62.00	▲Roseville (Macomb Co.)	◆\$99.00
Alcona Co.	37.00	▲Jackson (Jackson Co.)	◆\$99.00	Saginaw Co.	37.00
Allegan Co.	70.00	Jackson Co.	37.00	Sanilac Co.	37.00
		Kalamazoo	65.00	▲Sault Ste Marie (Chippewa Co.)	◆\$79.00
				Saint Claire Co.	37.00

◆ - Charge includes city and county oversized permit costs.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 27, 2019

EFFECTIVE: September 25, 2019

Rules and Regulations

**ITEM 110C - concluded** Paragraph 6 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE
<b>MI, viz: (conc)</b>		<b>NY, viz: (conc)</b>		<b>OH, viz:</b>	
Saint Joseph Co.	67.00	Erie Co.	62.00	Lucas Co.	◆62.00
Schoolcraft Co.	37.00	Genesee Co.	212.00	Mahoning Co.	262.00
Shiawassee Co.	37.00	Herkimer Co.	12.00	Medina Co.	42.00
Tuscola Co.	37.00	Nassau Co.	162.00	Miami Co.	12.00
Van Buren Co.	62.00	Orange Co.	82.00	Monroe Co.	112.00
▲Walker (Kent Co.)	◆¶124.00	Oswego Co.	37.00	Montgomery Co.	37.00
Washtenaw	37.00	Saratoga Co.	50.00	Morrow Co.	12.00
Wayne Co.	37.00	Suffolk Co.	60.00	Muskingum Co.	37.00
Wexford	37.00	Sullivan Co.	60.00	▲Oregon (Lucas Co.)	◆¶104.00
▲Wyoming (Kent Co.)	◆¶85.00	Warren Co.	62.00	Paulding Co.	12.00
		Wayne Co.	62.00	Portage Co.	37.00
<b>MN, viz:</b>				Shelby Co.	12.00
Hennepin Co.	42.00	<b>OH, viz:</b>		Stark Co.	12.00
St Louis Co.	32.00	▲Akron (Summit Co.)	◆¶149.00	Summit Co.	62.00
St Paul	47.00	Allen Co.	32.00	▲Toledo (Lucas Co.)	◆¶104.00
		▲Alliance (Stark Co.)	◆¶34.00	Warren Co.	62.00
<b>MO, viz:</b>		Ashland Co.	12.00	Washington Co.	77.00
Kansas City	47.00	Ashtabula Co.	12.00	Wood Co.	12.00
St Louis City	37.00	Athens Co.	50.00	Wyandot Co.	12.00
St Louis Co.	270.00	Brooklyn	62.00		
		Butler Co.	77.00	<b>OK, viz:</b>	
<b>NC, viz:</b>		Carroll Co.	12.00	McLoud	92.50
Kinston	36.00	▲Cincinnati (Hamilton Co.)	◆¶64.00	Tulsa	99.00
		Clermont Co.	12.00		
<b>NM, viz:</b>		Cleveland	27.00	<b>ON, viz:</b>	
Albuquerque	62.00	Columbiana Co.	12.00	Mississauga	150.00
Santa Fe	42.00	▲Columbus (Franklin Co.)	◆¶179.00	(n) Thunder Bay	150.00
		Erie Co.	12.00	Toronto	62.00
<b>NY, viz:</b>		▲Findlay (Hancock Co.)	◆¶24.00		
Albany Co.	72.00	Franklin Co.	77.00	<b>OR, viz:</b>	
Allegany Co.	12.00	Fulton Co.	12.00	Portland	62.00
Broome Co.	162.00	Greene Co.	12.00	Tigard	229.00
▲Buffalo (Erie Co.)	◆¶122.00	Hamilton Co.	12.00		
Chemung Co.	12.00	Hancock Co.	12.00	<b>PA, viz:</b>	
Clinton Co.	62.00	Jefferson Co.	62.00	Philadelphia	92.00
Delaware Co.	15.00	Lancaster	12.00	York	67.00
▲Elmira (Chemung Co.)	◆¶124.00	▲Lima (Allen Co.)	◆¶94.00		
		Logan Co.	37.00	<b>TN, viz:</b>	
		Lorain Co.	12.00	Memphis	62.00

¶ - Charge includes city and county oversized permit costs.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 27, 2019

EFFECTIVE: September 25, 2019

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232

Rules and Regulations

**ITEM 110C - *concluded*** Paragraph 6 Permits and Licenses

**CHARGES IN DOLLARS PER TRUCK USED**

CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE	CITY OR COUNTY	CHARGE
<b>TX, viz:</b>		<b>WI, viz:</b>			
Beaumont	62.00	Barron Co.	12.00		
Brazoria Co.	92.00	Brown Co.	12.00		
Chambers Co.	62.00	Dane Co.	77.00		
Hidalgo Co.	212.00	▲Eagle River (Vilas Co.)	◆¶114.00		
Matagorda Co.	92.00	Fond du Lac Co.	67.00		
		▲Green Bay (Brown Co.)	◆¶49.00		
<b>VA, viz:</b>		Green Co.	112.00		
Alexandria	42.00				
		Kenosha Co.	12.00		
Chesapeake	107.00				
		Lincoln Co.	62.00		
Hampton	107.00				
Henrico Co.	32.00	▲Manitowoc (Manitowoc Co.)	◆¶74.00		
		Manitowoc Co.	62.00		
Newport News	107.00	Marathon Co.	62.00		
Norfolk	107.00	Marinette Co.	62.00		
		Milwaukee Co.	62.00		
Portsmouth	132.00	Monroe Co.	62.00		
Richmond	52.00	Outagamie Co.	62.00		
Suffolk	107.00	Rock Co.	12.00		
Virginia Beach	107.00	Vilas Co.	52.00		
Yorktown (Newport News)	169.00	Walworth Co.	52.00		
		Washington Co.	62.00		
		Waupaca Co.	62.00		
<b>WA, viz:</b>		Winnebago Co.	112.00		
Seattle	30.00	Wood Co.	37.00		

¶ - Charge includes city and county overdimensional permit costs.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 27, 2019

EFFECTIVE: September 25, 2019

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232**

Rules and Regulations

**ITEM 111A** - Item cancelled. For future application see Item 111B below.

**ITEM 111B** - Released Valuation

1. Carrier liability for any loss or damage or to any article or package transported subject to the line-haul rates named in contracts, tariffs and tenders, subject hereto shall be \$2.50 (two dollars and fifty cents) per pound or \$5,000 (five thousand dollars) per ton.
2. The Shipper at its discretion may elect to declare a value greater than \$2.50 (two dollars and fifty cents) per pound or \$5,000 (five thousand dollars) per ton in which case the following criteria will apply:
  - a. The Shipper must declare a per pound value of the shipment and state the actual weight of the shipment on the bill of lading at the time of the shipment.
  - b. When a value is declared on the bill of lading a cargo loss and damage insurance charge will be assessed at a rate of \$.075 (seven and one-half cents) per \$100.00 (one hundred dollars) of the total declared value of the shipment. The maximum allowed declared value for any shipment may not exceed \$1,000,000 (one million dollars) invoice value. Under no circumstances will the carrier be responsible to reimburse more than the invoice value of the lost or damaged goods.
3. On shipments exceeding \$2.50 (two dollars and fifty cents) per pound or \$5,000 (five thousand dollars) or \$125,000 (one hundred and twenty five thousand dollars in value, PRIOR NOTIFICATION must be made as follows: shipper, owner or cosignor must notify Mercer Transportation Co., Inc. prior to dispatch of equipment for shipment pick-up. Notification by telephone will be acceptable provided such notification is confirmed by facsimile or email on the same date. Such notification must be made to Mercer Transportation Co., Inc.'s home office in Louisville, Kentucky of this higher declaration of value (see item 111B) herein "Released Valuation" for changes.
4. The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article not enclosed in a package and not to the shipment as a whole. In case of loss or damage to a portion of the contents of a shipping package, the amount recoverable will be the released value per ton multiplied by the gross weight of the package, but in no case more than the actual loss or damage.

NOTE A: On shipments moving under United States Government Bills of Lading the provisions of 41 CFR 101-41.302-3 (e) shall be sufficient to release the shipment to a value not exceeding \$2.50 (two dollar and fifty cents) per pound unless a higher valuation is declared on the face of the GBL, in which case such valuation as entered on the face of the GBL shall take precedence and apply.

NOTE B: The term "line-haul rate" as used herein means the applicable rate for the over-the-road transportation named in government tariffs, tenders or contracts (including any applicable minimum charge). The term "line-haul rate" does not include any other accessorial charges named in this publication or in tariffs, tenders or contracts governed hereby.

NOTE C: The excess value charge named herein shall be shown separately on the carrier's freight bill and is not part of the line-haul revenue.

5. Exceptions, viz:
  - a. For shipments containing Used Machinery and Equipment, the liability limitation as provided in Item 112B herein will apply.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 18, 2023

EFFECTIVE: April 18, 2023

**ISSUED BY: Christopher Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., 1128 W Main Street, Louisville, Kentucky 40203**

Rules and Regulations

***Provisions formerly located on this page are now found on Page 43.***

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 10, 2009

EFFECTIVE: March 12, 2009

**ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 112A** - Item cancelled. For future application see Item 112B below.

**ITEM 112B** - Released Valuation for Used Machinery and Equipment (exception to Item 111A, Released Valuation, herein)

1. Except as otherwise provided in contracts, tariffs and tenders made subject hereto, all shipments of machinery and equipment in other than new condition, including but not limited to, used agricultural implements or parts, used automobiles or vehicle parts or used electrical equipment or parts shall have a released value not to exceed \$1.25 (one dollar and twenty-five cents) per pound, subject to a maximum of \$50,000 (fifty thousand dollars) per shipment. The failure of consignor to declare a particular commodity as "used" under this provision shall not alter the application of the released value.
2. The Shipper at its discretion may elect to declare a value greater than \$1.25 (one dollar and twenty-five cents) per pound or \$50,000 (fifty thousand dollars) per shipment in which case the following criteria will apply:
  - a. The Shipper must declare a per pound value of the shipment and state the actual weight of the shipment on the bill of lading at the time of the shipment.
  - b. When a value is declared on the bill of lading a cargo loss and damage insurance charge will be assessed at a rate of \$.075 (seven and one-half cents) per \$100.00 (one hundred dollars) of the total declared value of the shipment. The maximum allowed declared value for any shipment may not exceed \$1,000,000 (one million dollars) invoice value. Under no circumstances will the carrier be responsible to reimburse more than the invoice value of the lost or damaged goods.
3. On shipments exceeding \$1.25 (one dollar and twenty five cents) per pound or \$50,000 (fifty thousand dollars) in value, PRIOR NOTIFICATION must be made as follows: shipper, owner or cosignor must notify Mercer Transportation Co., Inc. prior to dispatch of equipment for shipment pick-up. Notification must be made to Mercer Transportation Co., Inc.'s home office in Louisville, Kentucky of this higher declaration of value (see item 112B) herein "Released Valuation for used Machinery and Equipment" for changes.
4. The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article not enclosed in a package and not to the shipment as a whole. In case of loss or damage to a portion of the contents of a shipping package, the amount recoverable will be the released value per ton multiplied by the gross weight of the package, but in no case more than the actual loss or damage.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 18, 2023

EFFECTIVE: April 18, 2023

**ISSUED BY: Christopher Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., 1128 W Main Street, Louisville, Kentucky 40203**

Rules and Regulations

**ITEM 130** - Stopping-in-Transit

Stopping-in-Transit privileges will be afforded only on shipments moving at truckload rates. Truckload rates, for purposes of this item, will be those rates which are subject to maximum or minimum weights of 36,000 pounds or greater. A shipment moving at truckload rates named in tariffs made subject hereto, tendered on one bill of lading or shipping order from one consignor at one point at one time consigned to one consignee at one destination may be stopped-in-transit at any point or place for the purpose of partial loading or unloading (not both), subject to the provisions of Paragraphs 1, 2, 3, 4, 5, 6 and 7:

1. Routes and mileages are to be determined by the use of the Rand McNally MileMaker, practical routes, supplements thereto and reissues thereof.
2. The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading (not both) together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of party to whom each portion is to be delivered. If delivery is made to two or three different addresses or locations in the same point (city, town or village), each delivery will be considered a separate stop in the application of this rule.
3. The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited.
4. On shipments stopped for partial loading or unloading, charges shall be determined on the basis of the minimum weight or actual weight when greater, of the entire shipment and at the applicable rate, from the point of origin to the final destination, computed via any stop-off point or points for partial loading or unloading.
5. The charge for each stop-in-transit for partial loading or unloading, exclusive of the initial stop for loading and the final stop for unloading, will be: (1) ♦\$100.00 for the first stop; (2) ♦\$125.00 for the second stop; (3) ♦\$125.00 for the third stop; (4) ♦\$200.00 for the fourth stop and (5) ♦\$250.00 for the fifth and each additional stop thereafter. These charges will be in addition to all other applicable charges.
6. Stopping-in-Transit for partial loading or unloading will not be permitted on shipments when: (1) In bulk, (2) Consigned "C.O.D.", "To Order", "To Notify", or to be delivered only on shipper's written order or when accompanied by any instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order or any other document as a condition precedent to delivery at stop-off point, or (3) Moving under a Uniform Bill of Lading having Section 7 thereof signed.
7. Carriers' Agent at the stop-off point, or if there be no agent at such point, the driver of the vehicle shall obtain in writing, from the consignee or consignee's agent, a statement such as a notation on the freight bill, of the quantity, description and weight of the portion of the shipment loaded or unloaded at the stop-off point or points.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 22, 2017

EFFECTIVE: January 2, 2018

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610



Rules and Regulations

**ITEM 140** - Regulations Governing the Processing of Claims for Loss or Damage of Property

The regulations set forth in this item will govern the processing of claims for loss, damage, injury or delay to property transported or accepted for transportation in interstate or foreign commerce by participating carriers subject to the Interstate Commerce Act.

Filing of Claims

- (a) Claims in writing required. A claim for loss, damage, injury or delay to cargo will not be voluntarily paid by a carrier unless filed in writing as provided in subparagraph (b) below, with receiving or delivering carrier, or carrier issuing the bill of lading, receipt, ticket or carrier on whose line the alleged loss, damage, injury or delay occurred with 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 a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation and (i) containing facts sufficient to identify the shipment (or shipment) of property involved, (ii) asserting liability for alleged loss, damage, injury or delay and (iii) 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 of damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their 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) Claims for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100.00 more or less", the carrier against whom such claim is filed 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.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: November 15, 1994

EFFECTIVE: November 16, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 140** - Regulations Governing the Processing of Claims for Loss or Damage of Property (continued)

- (e) Other claims. If investigation of a claim develops that one or more other carriers has been presented with similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

Acknowledgement of Claims

- (a) Each 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 the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claims 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 acknowledgement of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received 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 acknowledgement of receipt to the claimant.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 140** - Regulations Governing the Processing of Claims for Loss or Damage of Property (continued)

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 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 therefrom, 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, or 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 thereon, require the claimant to establish the destination value in the quantity shipped, transported or involved and to certify the correctness thereof in writing.
- (c) Verification of Loss. A prerequisite to the voluntary payment by a carrier of a claim for loss of an entire package or an entire shipment will be the securing by it of a certified statement in writing from the consignee of a shipment involved that the property for which the claim is filed has not been received from any other source.

Disposition of Claims

- (a) Each carrier subject to the Interstate Commerce Act which received a written claim for loss, damage, injury or delay to property transported 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, the 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 the claimant in its claim file thereon.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 140** - Regulations Governing the Processing of Claims for Loss or Damage of Property (concluded)

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, the 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 directly or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.
- (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 manner 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 persons lawfully entitled to receive the same.

**ITEM 150** - Bulky Commodity Rule

When any article, as described herein or in tariffs making reference hereto, are tendered for transportation and the bulk or density of the article fails to produce a weight of 1,000 pounds per lineal foot, when loaded on or in a trailer that is 48 feet or greater in length, the actual weight for commodities 48 feet or less in length shall be taken to be that weight which produces 1,000 pounds per lineal foot, subject to applicable truckload and less-than-truckload minimum or maximum weights; (n) however, when the bill of lading fails to show a shipper's annotation of weight and dimensions of the lading, such shipment will be subject to the highest truckload minimum or maximum weight and applicable truckload rate.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

**ITEM 160** - Packing Requirements and Dunnage (ACDUNN)

Freight charges on shipments requiring the use of dunnage or similar bracing or supports will be computed on the gross weight of the shipment including the weight of dunnage, bracing or supports at the same rate at which the shipment is rated.

Collect-on-delivery shipments are subject to the following provisions and charges:

- C.O.D. charge to be paid by Shipper ( )  
C.O.D. charge to be paid by Consignee ( )

- (continued)

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 170** - C.O.D. Shipment - Rules and Charges (continued)

- C. C.O.D. packages will not be accepted on the same bill of lading with packages other than C.O.D. Only packages covered by a C.O.D. bill may be tendered on one bill of lading.
- D. If consignor desires to forward invoice or collection papers, such papers must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: "Attached invoice (or invoices) to accompany shipment to destination".

Collect-on-Delivery shipments are subject to the following provisions and charges:

- E. C.O.D. shipments will not be accepted or receipted for when billed to one firm or person with instructions to collect charges from another firm or person.
- F. C.O.D. shipments will not be accepted with the privilege of examination or trail or bearing instructions to make partial delivery.
- G. The amount of the C.O.D. bills must be collected at the time such shipments are delivered to the consignee.
- H. Only cash, certified check, money order or cashier's check will be accepted in payment of C.O.D. amounts. The charge for collecting and remitting the amount of the bills for C.O.D. shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by shipper on the bill of lading and shipping order.
- I. When consignor, in writing or by endorsement on bill of lading and shipping order, authorizes the carrier to accept consignee's check made payable to consignor, the carrier shall not be liable, except for the exercise of due care and diligence, in securing and forwarding such check to the consignor; and the charge for collecting and remitting must not be included in the check or money order made payable to the consignor.
- J. Upon collection of a C.O.D. bill, carrier collecting same shall make prompt remittance. Remittance must be made to the consignor or party entitled to receive same, as shown on the bill of lading, within 10 days after collection from the consignee.
- K. Charges of the destination carrier for collecting and remitting the amount of each C.O.D. bill will be as follows:
  - ◆\$15.00 (fifteen dollars) for each \$1,000.00 (one thousand dollars), or fraction thereof, to be collected.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 170** - C.O.D. Shipment - Rules and Charges (concluded)

- L. C.O.D. shipments of explosives designated as "Class A dangerous explosives" or "Class B less dangerous explosives" in the Dangerous Articles Tariff (DAT) will not be accepted.
- M. Carrier will, upon written request from the consignor, change the status of a C.O.D. shipment (except as prohibited), increasing, reducing or cancelling the amount of the C.O.D., subject to the following provisions:
  - 1. The request must be received from the carrier in time to accomplish the change requested prior to effecting delivery of the shipment.
  - 2. A charge of ♦\$50.00 (fifty dollars) per shipment, for increasing, reducing or cancelling the C.O.D. amount. Such charge will be in addition to the C.O.D. collection fee, if any, for the shipment.
- N. C.O.D. shipments will be accepted by carrier for transportation only on PRIOR NOTIFICATION as follows: Shipper, owner or consignor must notify carrier that shipment is C.O.D. prior to dispatch of carrier's equipment to pick-up shipment. Notification by telephone will be acceptable provided such notification is confirmed by facsimile or telegram on the same date. Notification must be made to the Louisville, Kentucky office of this carrier.

**ITEM 180** - Alternative Application of Weights and Rates

In no case shall the charge for any shipment from and to the same points via the same route of movement, be greater than the charge for a greater quantity of the same commodity at the rate and weight applicable to such greater quantity of freight.

**ITEM 190** - Delivery to Construction Sites

Delivery of a shipment to a construction site may be made when there is no a representative of the consignee present to provide for the shipment, under the following conditions:

- 1 The consignor shall endorse on the bill of lading at the time delivery of shipment is made to the originating carrier a stipulation reading as follows:

"The carrier is hereby authorized to delivery this shipment to the destination shown without obtaining a receipt from the consignee for delivery of the shipment."

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 195** - Order Notify Shipments

This carrier will not accept shipments for transportation when consigned "To Order", "Order Notify" or to be delivered only on shipper's written order, or when accompanied by an instruction from the consignor requiring the surrender of presentation of the Bill of Lading, a written order or any other document as a condition precedent to delivery.

**ITEM 200** - Toll Charges

1. When by nature of the lading, a vehicle is required to pay bridge, ferry, highway or tunnel tolls in excess of normal charges, such additional charges will be assessed to the party responsible for the payment of freight charges.
2. When carrier is required to utilize the following ferries, costs incurred will be paid by the customer, in addition to all other applicable charges, viz:
  - a. Anacortes, WA - San Juan Island, WA Ferry
  - b. Anacortes, VA - Sidney, BC Ferry
  - c. Cape Tormentine, NB - Port Border, PE Ferry
  - d. Horseshoe Bay, BC - Namaimo, BC Ferry
  - e. Nanaimo, BC - Vancouver, BC Ferry
  - f. North Sydney, NS - Port Aux Basques, NF Ferry
  - g. Port Angeles, WA - Victoria, BC Ferry
  - h. Port Townsend, WA - Keystone, WA Ferry
  - i. Tsawwassen, BC - Swartz Bay, BC Ferry
3. When a vehicle is required to utilize the Virginia Beach - Cape Charles (VA) Bridge and Tunnel (ACTVBC), a charge of \$35.00 (thirty-five dollars) will be assessed, per each use thereof, in addition to all other applicable charges.
4. When a vehicle is required to utilize the Annapolis - Queenstown (MD) Bridge (ACTAQB), a charge of \$8.00 (eight dollars) will be assessed, per each use thereof, in addition to all other applicable charges.
5. When a vehicle is required to utilize the Francis Scott Key (MD) Bridge (ACTFSK), a charge of \$8.00 (eight dollars) will be assessed, per each use thereof, in addition to all other applicable charges.
6. When a vehicle is required to utilize the Confederation Bridge between Cape Tormentine, NB and Port Borden, PE (ACTCON), a charge of ♦\$422.00 (four hundred twenty-two dollars) will be assessed, in addition to all other applicable charges. This charge is inclusive of inbound and outbound bridge tolls and Prince Edward Island trip permit charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 17, 2017

EFFECTIVE: March 20, 2017

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

**ITEM 201** - Specific Rates for Picking Up or Stringing Pipeline or Poleline Materials

Except as otherwise provided, the rates in cents per 100 pounds in this item are in addition to other applicable accessorial and transportation charges. Charges will be computed on a 20,000 pounds minimum weight or the actual weight of the lading if greater, subject to a minimum charge of \$200.00 (two hundred dollars) per truckload. These rates apply on shipments of pipeline and poleline materials accorded the services described in (A) and (B) below.

When services of picking up at point of origin and stringing at destination are performed on the same shipment, the rates shown herein are applicable for each service.

SERVICE	RATE
(A) For picking up pipeline and poleline materials along rights-of-way	100 cwt
(B) For stringing pipeline and poleline materials along rights-of-way	100 cwt

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 30, 1999

EFFECTIVE: January 3, 2000

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 202** - Detention - Vehicles with Power Units

This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee or on other premises designated by them or as close thereto as conditions will permit, subject to the following provisions:

1. Two (2) hours free time from the time a vehicle is made available for loading will be allowed for loading carrier's vehicle.
2. Two (2) hours free time from the time load is tendered for delivery will be allowed for unloading carrier's vehicle.
3. Loading or unloading will be completed at the time the carrier's bill is signed or a Bill of Lading tendered to cover the load being shipped.
4. After expiration of free time, a charge of ♦\$150.00 (one hundred fifty dollars) will be made for the first hour or fraction thereof and ♦\$75.00 (seventy-five dollars) for each 30 minute period or fraction thereof after the first hour.
5. Carrier's bill or shipper's bill of lading will be noted as to date and time loading or unloading is started and completed, and when same is completed
6. Charges under the provisions of this item will apply in addition to all other lawful charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 22, 2017

EFFECTIVE: January 2, 2018

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 203** - Spotting or Dropping of Trailers (ACDTCH)

This Item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

Section 1- General Provisions

- (a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading, the bill of lading must show "Shipper Load and Count".
- (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this Item shall begin when loading has been completed and possession thereof is taken by the carrier.
- (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this Item shall cease when the trailer is spotted at or on the site designated by the consignee.
- (e) Free time for each vehicle will be as provided in Section 2. After the expiration of free time charges will be assessed as provided in Section 3.
- (f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect.
- (g) Nothing in this Item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick-up or deliver spotted trailers at hours other than its normal business hours.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 203** - Spotting or Dropping of Trailers (ACDTCH) (continued)

Section 2 - Computation of Free Time

1. Commencement of spotting and free time:

- (a) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
- (b) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

Section 3 - Charges

1. General Detention Charges:

▲ After the expiration of free time as provided in SECTION 2 (1) of this item, charges for detaining a trailer will be assessed as follows:

- |  |                           |
|--|---------------------------|
| (a) For each of the first and second 24-hour periods or fraction thereof | <u>CHARGE</u><br>\$300.00 |
|--|---------------------------|

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 4, 1998

EFFECTIVE: December 7, 1998

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 203** - Spotting or Dropping of Trailers (ACDTCH) (concluded)

	<u>CHARGE</u>
(b) For each of the third and fourth 24-hour periods or fraction thereof	◆\$300.00
(c) For the fifth and each succeeding 24-hour period or fraction thereof	◆\$300.00

2. Delay in Trailer Pick-up Charge

No additional charge will be made for picking up trailers spotted under this Item when such pickup can be performed within 30 minutes after the arrival of driver and power unit at premises of consignor, consignee or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power units will commence from the time of arrival as specified in Item 202 of this Tariff.

3. (c)

**ITEM 205** - Pre-Arranged Scheduling

Upon reasonable request of consignor, consignee or others designated by them, and subject to the provisions of other items (including Item 96) herein, the carrier will without additional charge, enter into a pre-arranged schedule for arrival of the vehicle for either loading and/or unloading.

The carrier reserves the right, at any time, to re-schedule the arrival of the vehicle for either loading or unloading.

Should the carrier fail, for any reason, to meet the agreed scheduled arrival for loading and unloading, the carrier will not be liable for damages subject to Item 96 herein.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 208** - Refused or Undelivered Freight

When a shipment is refused or undelivered for any reason beyond the carrier's control, the shipper will be notified that delivery could not be made. The shipper will be permitted two hours to provide instructions for disposition of the shipment. If the shipper has not provided such instructions within two hours, the shipment will be placed in a public storage warehouse at destination or at a point near destination at which such storage facilities are available, subject to Item 990 (Storage) herein.

**ITEM 209** - Redelivery (ACRDLY)

When a shipment is offered for delivery to the original consignee at the billed address and for reasons beyond the carrier's control such delivery cannot be effected, and shipper has not made disposition as provided in Item 208, the shipment will be returned to the carrier's nearest terminal where it will be held subject to further instructions from the consignee or consignor and, except otherwise provided herein, will be subject to the conditions provided in Item 90 (Storage) herein.

- (A) In the event the carrier is requested by consignee or consignor to make redelivery to the consignee at the original address, such redelivery will be effected at an additional charge of \$1.45 (one dollar and forty-five cents) per mile based on the distance from consignee's original address to carrier's nearest terminal, thence back to consignee's original address.
- (B) In the event the shipment is reconsigned or diverted upon instructions of the consignee or consignor it will be subject to the provisions of Item 210 (Diversion and Reconsignment) herein.
- (C) Redelivery charge, as described in Paragraphs (A) and (B) above, will be subject to a ♦\$300.00 (three hundred dollars) minimum charge.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 210** - Diversion and Reconsignment of Shipments (see NOTES A - G)

Shipments may be diverted or reconsigned subject to the provisions of paragraphs (1), (2), (3) and (4) below:

- (1) When upon instructions of the shipper, consignee or owner, a shipment while en route to the original billed destination is diverted or reconsigned to a point other than the point to which it was originally billed, but before tender of delivery to the original consignee, through tariff rates from point of origin to original destination, or reconsignment destination, whichever is higher, will be assessed via the route of movement provided (ACRCNC, ACRCNR). Plus a handling charge of \$25.00 (twenty-five dollars) per vehicle used (ACRMFE).
- (2) When upon instructions of the shipper, consignee or owner, a shipment is diverted or reconsigned to a point other than original destination or origin, but after tender of delivery to the original destination, tariff rates from original point of origin to point of original destination will be applied, plus a rate of ♦\$1.75 (one dollar and seventy-five cents) per mile from the point of original destination to the reconsignment destination, subject to a minimum charge of ♦\$250.00 (two hundred fifty dollars). In the event lading exceeds 40,000 pounds, a charge of \$.02 (two cents) per mile will be assessed for each 1,000 pounds or fraction thereof in excess of 40,000 pounds (ACRMNC, ACRMNT).
- (3) When upon instructions of the shipper, consignee or owner, a shipment is reconsigned back to the original origin, but after tender of delivery to the original consignee, the charge will be assessed on either (a) the prevailing tariff rated from original origin to the original destination or (b) the prevailing tariff rate from original destination back to the original origin. Determination of which rate to apply for the return movement will be that rate which produces the highest charge.
- (4) Shipments diverted or reconsigned under the provisions of the Item will be subject to all other charges established herein or in Tariffs governed hereby.

NOTE A: Carrier does not obligate itself to divert or reconsign shipments short of original destination but when requested, a reasonable effort to do so will be made.

NOTE B: Carrier does not obligate itself to divert or reconsign shipments to a destination where no service is afforded.

NOTE C: Not more than one diversion or reconsignment of a shipment will be permitted.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 5, 2004

EFFECTIVE: August 15, 2004

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 210** - Diversion and Reconsignment of Shipments (see NOTES A - G) (concluded)

- NOTE D: When a diversion or reconsignment requires a change in the billed name of consignee and/or place of delivery at the original billed destination, but after tender of delivery to the original billed consignee, an additional charge of \$.20 (twenty cents) per 100 pounds with a minimum charge of ◆\$250.00 (two hundred fifty dollars) per shipment which is handled on any one vehicle will be made (ACRCBI).
- NOTE E: Distances shall be computed in accordance with Mileage Guide named in Item 5.
- NOTE F: All rates and charges concerning shipments that are subject to diversion or reconsignment, as described herein, will be computed as mileage rates (in no instance will charges be assessed using "Specific Point-to-Point Commodity Rates").
- NOTE G: When STOP-IN-TRANSIT portion of a shipment is diverted or reconsigned, whether before or after arrival at the original billed STOP-IN-TRANSIT destination, diversion and reconsignment charges will be determined by utilizing the provisions found in Paragraph (1) herein.

**ITEM 220** - From One Consignor to One Consignee

Rates named in tariffs making reference hereto apply on prepaid, collect or third party shipments from one consignor from one origin (or one place within plant of one consignor), in one day, on one bill of lading, for delivery to one destination (or one place within plant of the consignee).

**ITEM 230** - Exclusive Use of Vehicle (ACESCU) (see NOTE A)

Except as otherwise specifically provided in tariffs making reference hereto and subject to the availability of equipment for the particular service required, a shipper may obtain exclusive use of a single vehicle for a particular movement by accepting charges based on the actual weight of the shipment, subject to a minimum charge based on the highest truckload minimum or maximum weight applicable on the commodity or commodities transported.

- NOTE A: The provision of this Item shall apply only when the bill of lading bears the statement that exclusive use is required or requested.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 5, 2004

EFFECTIVE: August 15, 2004

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

**ITEM 240** - Impractical Operation

Nothing in this Tariff or Tariffs making reference hereto, shall be construed as making it binding on the part of the carrier to receive shipments from point of origin or make delivery to destination to which account of condition of alleys, highways, streets or yards it is impractical to operate trucks.

**ITEM 250** - Ordering Vehicles for Loading

Shipper shall, prior to movement, designate the place at which shipment is to be loaded, the time shipment will be ready for loading and the approximate weight of the shipment of the type and capacity of vehicle required to transport the shipment.

**ITEM 270** - Reference Embrace Changes by Supplements

Where reference is made in this Tariff:

- To an Item, page rule or other provisions, such reference will also embrace reissues or amendments of said Item, page, rule or other provision.
- To this "Tariff" or "herein", such reference will also embrace supplements thereto, unless otherwise specifically indicated.
- To a Tariff, such reference will also embrace supplements thereto, unless otherwise specifically indicated.

**ITEM 280** - Vehicle or Truck Defined

The term "vehicle" or "truck" where used in this Tariff or Tariffs making reference hereto, means any single load-carrying vehicle, propelled or drawn by mechanical power and used upon the alleys, streets, highways or yards in the transportation of property named in this tariff.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 290** - Protective Coverings or Tarpaulins

1. When the consignee or consignor requests the use of special coverings or tarpaulins to protect the lading, and said lading is not greater than 8 feet 6 inches in width, or ♦8 feet 6 inches in height or 48 feet in length, there shall be a charge of ♦\$150.00 (one hundred fifty dollars) per vehicle so covered, in addition to all other applicable charges.
2. When the consignee or consignor request the use of special coverings or tarpaulins to protect the lading, and said lading is (C)greater than 8 feet 6 inches in width, or 8 feet 6 inches in height, or 48 feet in length, there shall be a charge of ♦\$250.00 (two hundred fifty dollars) per vehicle so covered, in addition to all other applicable charges.
- (c) (c)
- (C)3. When the consignee or consignor requests the use of Single Drop Deck, Double Deck, Removable Goose Neck trailers and also requests the use of special coverings or tarpaulins to protect the lading, there shall be a charge of ♦\$250.00 (two hundred fifty dollars) per vehicle so covered, in addition to all other applicable charges (exception to Notes 1 and 2 above).

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: May 17, 2022

EFFECTIVE: May 17, 2022

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 295** - Layover of Vehicle (ACLAYO)

When a consignee or consignor has scheduled a vehicle to pick-up or deliver a shipment and, due to no disability fault or negligence on the part of the Carrier, the vehicle is required to layover the night, or layover multiple nights, for completion of loading or unloading, a charge of ◆\$500.00 (five hundred dollars) per night, per vehicle used, will be assessed in addition to all other applicable charges.

**ITEM 296** - Hawaiian Arbitrary Charge (ACHAAC)

A charge of \$500.00 (five hundred dollars) will be assessed on each shipment moving from or to the state of Hawaii, will be assessed in addition to all other applicable charges.

**ITEM 297** - Puerto Rican Arbitrary Charge (ACPRAC)

A charge of \$500.00 (five hundred dollars) will be assessed on each shipment moving from or to the Commonwealth of Puerto Rico, will be assessed in addition to all other applicable charges.

**ITEM 298** - Layover at the United States-Mexican Border (ACMXLO) (exception to Item 295 herein)

When carrier's trailers are physically interchanged to a Mexican carrier at the United States-Mexican border for pickup or delivery service within Mexico, the following charges for the layover of carrier's power unit and driver(s) will apply upon expiration of 24-hours free time until carrier's trailers are returned.

Van trailers	◆\$500.00 per day
Flatbed trailers	◆\$500.00 per day
Single Drop Deck trailers	◆\$500.00 per day
Double Drop Deck trailers	◆\$500.00 per day
Removable Gooseneck trailers	◆\$500.00 per day

These charges will apply to all other applicable charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 5, 2004

EFFECTIVE: August 15, 2004

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

### **Rules and Regulations**

#### **ITEM 300** - Expedited Service (ACEXPT) (see NOTE A)

When the term "Expedited Service" is used herein, it shall mean that (1) the shipper or consignee has specifically requested this service and has so indicated on the bill of lading or (2) the shipper or consignee has specifically noted a required delivery date on the bill of lading.

The charge for "Expedited Service" will be \$0.35 (thirty-five cents) per loaded mile from point of origin to point of destination. This charge will be in addition to all other applicable charges.

NOTE A: This charge will not apply when an extra driver is requested and furnished as provided in Item 311 herein.

#### **ITEM 310** - Escort Service (ACESCT)

When escort service is necessary or required in connection with the transportation of overdimensional shipments, an additional charge of \$1.50 (one dollar and fifty cents) per mile, per escort vehicle, will be assessed. Mileage to compute charge will be that mileage from point of pick-up of shipment to that point of delivery of shipment. There will be a minimum charge of \$250.00 (two hundred fifty dollars) for each escort vehicle required.

When, due to the nature of the lading, any escort vehicle charges in excess of those published herein are incurred by the carrier, such additional charges will be charged to the party paying the freight charges. These charges shall be in addition to all other applicable rates and charges.

(n) NOTE A: Shipments that are 14 feet 0 inches or greater in height, measured from the ground to the highest extremity after loading, will require an escort vehicle in the State of New Jersey.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 16, 2008

EFFECTIVE: April 17, 2008

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 311** - Extra Driver (ACTMDR)

When requested by consignor or consignee, carrier will provide the services of an extra driver for continuous line-haul service within legal parameters.

The charge for an extra driver will be ♦\$.50 (fifty cents) per loaded mile from point of origin to point of destination. This charge will be in addition to all other applicable charges.

Request for extra driver must be made at the time shipment is tendered and such request must be annotated on the bill of lading.

**ITEM 312** - Pick-Up and Delivery on Saturday (ACSATP, ACSATD), Sunday (ACSDDP, ACSDDL) or Holidays (ACHOPK, ACHODL)

When consignor or consignee requests pick-up or delivery service on Saturdays, Sundays or Holidays, carrier will provide such service subject to the following charges:

1. Saturdays. Saturday pick-up or delivery service shall be performed for a charge of \$75.00 (seventy-five dollars) per driver furnished. This charge will be in addition to all other applicable charges.
2. Sundays and Holidays. Sunday and Holiday pick-up and delivery service shall be performed for a charge of \$100.00 (one hundred dollars) per driver furnished. This charge will be in addition to all other applicable charges.

Request for pick-up or delivery on Saturday, Sunday or Holidays must be made at the time shipment is tendered and such request must be annotated on the bill of lading.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 320** - Item cancelled. For future application see Item 111B here in.

**ITEM 325** - Hazardous Materials (ACHMOI) (see NOTES A & B)

Where carrier is requested to transport hazardous materials as defined in Parts 170-189 of the Department of Transportation's Hazardous Materials Regulations, which include but are not limited to, flammable liquids or solids, combustible liquids or solids, poisons, oxidizing or corrosive materials and compressed gases, charges will be determined by multiplying the applicable rate by 180% (one hundred eighty percent).

NOTE A: This item does not apply to the transportation of batteries.

NOTE B: Shipment of Hazardous Materials routed to, or through, the state of Nevada will be assessed a charge of \$100.00 per vehicle used, in addition to all other applicable charges.

**(n) ITEM 326** - Delivery to Private Residential Sites (ACRES D)

A delivery charge of \$200.00 will be assessed when delivery is required to be made at a private residential site. This charge will be in addition to all other applicable charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 18, 2023

EFFECTIVE: April 18, 2023

**ISSUED BY: Christopher Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., 1128 W Main Street, Louisville, Kentucky 40203**

## **Rules and Regulations**

### **ITEM 330** - Definition of Hot Shot Vehicle

A "hot shot" vehicle will be defined as a truck tractor-trailer combination having an unladen, fully equipped weight not exceeding 18,000 pounds and a gross laden weight not exceeding 40,000 pounds.

### **ITEM 331** - Definition of Removable Gooseneck Trailer

(n) A "Removable Gooseneck" trailer is defined as a semi-trailer with the lowest position of the load carrying bed or platform not more than 24 (twenty-four) inches above the ground or street level, with detachable neck to facilitate roll on/roll off loading and unloading.

### **ITEM 332** - Definition of Extendable Trailer

The terms "Extendable" and "Stretch" are synonymous. They are defined as any semi-trailer the length of which may be altered or adjusted either manually or hydraulically.

### **ITEM 335** - Definition of Low-Boy Trailer

(n) The terms "Double Drop Deck" and "Low-Boy" are synonymous. They are defined as any semi-trailer with the lowest position of the load carrying bed or platform of solid or closed construction not more than 24 (twenty-four) inches above the ground or street level.

### **ITEM 336** - Definition of Drop-Deck Trailer

(n) The terms "Drop-Deck", "Drop-Frame" and "Single Drop-Deck" are synonymous. They are defined as a semi-trailer with the lowest position of the load carrying bed or platform not more than 42 (forty-two) inches above the ground or street level.

### **ITEM 337** - Definition of Flatbed Trailer

(n) The terms "Flatbed", "Flat" and "Float" are synonymous. They are defined as a semi-trailer with the lowest position of the load carrying bed or platform no less than 60 (sixty) inches above the ground or street level.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 16, 2008

EFFECTIVE: April 17, 2008

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 340** - Specialized Equipment - (n) Part I (ACSPQT) (see NOTES A - C)

In the event the performance of transportation service necessitates the use of the following types of specialized equipment, carrier shall, if such equipment is available, furnish such equipment at the applicable line-haul rate, plus the additional charges(s) indicated below:

EQUIPMENT		ADDITIONAL CHARGE		MINIMUM CHARGE	
( 1)	Air-ride Tractor	( 1)	No Charge	( 1)	No Charge
( 2)	Air-ride Trailer, Flatbed	( 2)	\$.25 per loaded mile	( 2)	No Charge
( 3)	Air-ride Trailer, Van	( 3)	\$.25 per loaded mile	( 3)	No Charge
( 4)	Double Trailers	( 4)	\$.25 per loaded mile	( 4)	No Charge
( 5)	Dump Trailers	( 5)	\$.25 per loaded mile	( 5)	No Charge
( 6)	(c)	( 6)	(c)	( 6)	(c)
( 7)	(c)	( 7)	(c)	( 7)	(c)
( 8)	(c)	( 8)	(c)	( 8)	(c)
( 9)	Open Top Van Trailers	( 9)	\$.25 per loaded mile	( 9)	No Charge
(10)	Open Side Van Trailers	(10)	\$.25 per loaded mile	(10)	No Charge
(11)	Pole Trailers	(11)	\$.25 per loaded mile	(11)	No Charge
(12)	(c)	(12)	(c)	(12)	(c)
(13)	(c)	(13)	(c)	(13)	(c)
(14)	Trailers Equipped with Mechanical Unloading Devices	(14)	\$.35 per hundred weight	(14)	\$150.00

- NOTE A: When the performance of transportation service necessitates the use of equipment such as, but not limited to, that described above, a charge of \$1.50 (one dollar and fifty cents) per empty mile will be assessed from the point of equipment dispatch to the point of load pick-up. Charges will be assessed to the party responsible for payment of the freight charges.
- NOTE B: Additional charges for Overdimensional and/or Overweight shipments can be found in Item 60 and Item 110 herein.
- NOTE C: Charges contained in this item apply in addition to all other applicable rates and charges found herein, or in tariffs or schedules made subject hereto.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610



Rules and Regulations

**ITEM 341B** - Specialized Equipment - Part II (see NOTES A - F)

In the event the performance of transportation service necessitates the use of Flatbed trailers, Extendable trailers, Double Drop Lowboy trailers, Level Deck Lowboy trailers or Single Drop Deck trailers carrier shall, if such equipment is available, furnish such equipment at the applicable line-haul rate, plus the additional charge(s) indicated below:

1. SPECIAL EQUIPMENT CHARGE FOR LADING IN EXCESS OF 8 FEET 6 INCHES IN HEIGHT

HEIGHT OF LADING		◆CHARGE PER MILE PER VEHICLE USED (see NOTE A)
OVER	BUT NOT OVER	
8 feet 6 inches	10 feet 0 inches	35 cents per mile
10 feet 0 inches	10 feet 8 inches	45 cents per mile
10 feet 8 inches	11 feet 0 inches	65 cents per mile
11 feet 0 inches	11 feet 6 inches	85 cents per mile
11 feet 6 inches	12 feet 0 inches	125 cents per mile
12 feet 0 inches	12 feet 6 inches	145 cents per mile
12 feet 6 inches	13 feet 0 inches	190 cents per mile
13 feet 0 inches	13 feet 6 inches	210 cents per mile
13 feet 6 inches	14 feet 0 inches	340 cents per mile
14 feet 0 inches	n/a	500 cents per mile

NOTE A: To ensure the safe transportation of shipments that exceed 15 feet in height (measured from the ground to the top of the article after loading) an escort vehicle, equipped with a height pole, will be required. For applicable charges, see Item 310 herein.

2. SPECIAL EQUIPMENT CHARGE FOR LADING WHICH REQUIRES AN EXTENDABLE FLATBED TRAILER (applies in addition to height charges in 1. above):

LENGTH OF LADING		CHARGE PER MILE PER VEHICLE USED
OVER	BUT NOT OVER	
48 feet 0 inches	53 feet 6 inches	25 cents per mile
53 feet 6 inches	59 feet 0 inches	40 cents per mile
59 feet 0 inches	70 feet 0 inches	60 cents per mile
70 feet 0 inches	n/a	100 cents per mile

3. SPECIAL EQUIPMENT CHARGE FOR LADING WHICH REQUIRES AN EXTENDABLE SINGLE DROP TRAILER (applies in addition to height charges in 1. above):

LENGTH OF LADING		◆CHARGE PER MILE PER VEHICLE USED
OVER	BUT NOT OVER	
37 feet 0 inches	41 feet 0 inches	45 cents per mile
41 feet 0 inches	45 feet 0 inches	60 cents per mile
45 feet 0 inches	49 feet 0 inches	80 cents per mile
49 feet 0 inches	n/a	120 cents per mile

4. SPECIAL EQUIPMENT CHARGE FOR LADING WHICH REQUIRES AN EXTENDABLE DOUBLE DROP TRAILER, EXTENDABLE REMOVABLE GOOSENECK TRAILER, or EXTENDABLE LOWBOY TRAILER (applies in addition to height charges in 1. above):

LENGTH OF LADING		◆CHARGE PER MILE PER VEHICLE USED
OVER	BUT NOT OVER	
29 feet 6 inches	34 feet 6 inches	145 cents per mile
34 feet 6 inches	39 feet 6 inches	175 cents per mile
39 feet 6 inches	44 feet 6 inches	205 cents per mile
44 feet 6 inches	49 feet 6 inches	255 cents per mile
49 feet 6 inches	54 feet 6 inches	305 cents per mile
54 feet 6 inches	59 feet 6 inches	405 cents per mile

(n)NOTE A: Dimensions exceeding 59 feet 6 inches, will be charged an additional 125 cents per mile for each 6 inch, or fraction thereof, increase in length.

(continued)

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: October 24, 2017

EFFECTIVE: October 24, 2017

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 341B - continued** Specialized Equipment - Part II (see NOTES A - F)

5. SPECIAL EQUIPMENT CHARGE DUE TO CUSTOMER REQUEST, BUT WHEN DIMENSIONS OF THE LADING DO NOT REQUIRE SUCH EQUIPMENT

Single Drop Deck Trailers	◆ 40 cents per mile
Double Drop Deck Trailers	◆ 75 cents per mile
(n) Removable Gooseneck Trailers	85 cents per mile

6. SPECIAL EQUIPMENT CHARGE FOR LADING WHICH REQUIRES A REMOVABLE GOOSENECK TRAILER (applies in addition to height charges in 1. above).

▲ Removable Gooseneck Trailers	◆ 85 cents per mile
NOTE A: To ensure the safe transportation of shipments that exceed 15 feet in height (measured from the ground to the top of the article after loading) an escort vehicle, equipped with a height pole, will be required. For applicable charges, see Item 310 herein.	

(c)

- NOTE A: Except as otherwise provided herein, in the event that more than one of the Special Equipment charges contained in this Item are applicable on the same shipment, the applicable charge will be that which produces the greatest charge.
- NOTE B: The minimum charge for Special Equipment moving under the provisions of this Item will be based on a minimum of 500 miles in each category.
- NOTE C: Provisions of this Item are not applicable on those types of Specialized Equipment described in Item 340 herein.
- NOTE D: When the performance of transportation service necessitates the use of equipment described above, a charge of \$1.50 (one dollar and fifty cents) per empty mile will be assessed from the point of equipment dispatch to the point of load pickup. Charges will be assessed to the party responsible for payment of the freight charges.
- NOTE E: Additional charges for Overdimensional and/or Overweight shipments can be found in Item 60B and Item 110A herein.
- NOTE F: Charges contained in this Item apply in addition to all other applicable rates and charges found herein, or in tariffs or schedules made subject hereto.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: October 24, 2017

EFFECTIVE: October 24, 2017

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**Provisions formerly located on this page are now found on Page 65B herein**

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: July 17, 2009

EFFECTIVE: July 20, 2009

**ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 345** - Special Return of Trailers (ACRTTR)

1. When a shipper tenders a shipment to this carrier for transport and requests that the empty trailer be returned to the original loading site for immediate reloading, a charge of ♦\$1.40 (one dollar and forty cents) per mile, subject to a minimum charge of ♦\$100.00, will be assessed . Miles will be computed direct from original unloading site to original loading site subject to the provisions of the governing Household Goods Carriers' Bureau Mileage Guide. This charge shall be in addition to all other lawful charges applicable on the original shipment.
2. (c)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: January 29, 2015

EFFECTIVE: February 2, 2015

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 350** -Vehicle Ordered But Not Used

1. When an order is placed with the carrier for a vehicle to pick up a shipment and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used; cancellation of the order must be made before the vehicle is dispatched for the pick-up in compliance with such order.
2. When cancellation is not so made, the vehicle is dispatched as ordered for the shipment, the following will apply:  
  
Charges will be assessed at \$1.50 (one dollar and fifty cents) per mile for all miles from point of dispatch of carrier's vehicle to the point at which such vehicle was intercepted, thence back to point of dispatch, subject to a minimum charge of ◆\$600.00 (six hundred dollars).

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 22, 2017

EFFECTIVE: January 2, 2018

**ISSUED BY: Chris Wise, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 380 - ▲ Extra Personnel**

1. Rates named in Tariffs made subject hereto, except as otherwise provided, include the use of a truck or tractor-trailer unit to transport the shipment and one man who shall be the driver.
2. Mileage charges for Extra Personnel shall be as follows, subject to subparagraphs (a) and (b) below:

Type of Extra Personnel	Charge
Supervisors or Foreman (ACLUMP)	Actual costs, plus 15%
Other Personnel Not Named (ACLULMP)	Actual costs, plus 15%
Helpers (ACLUMP)	Actual costs, plus 15%
Flagmen (ACFLAG)	Actual costs, plus 15%

- (a) (c).
- (b) Upon request of the shipper, the carrier will arrange to provide Armed Guard Service by employing an outside agency offering such service and the cost of this service shall be billed to the shipper at actual cost plus 20% (twenty percent). The carrier will substantiate its billing of the cost of these services by providing a certified copy of the invoices rendered by the agency actually providing the service.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 30, 1999

EFFECTIVE: January 3, 2000

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 381** - Constant Surveillance Service (ACCCSS)

Constance Surveillance Service ▲ (CIS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

1. Definition and Requirements

CIS is a service that provides the following:

- a. Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
- b. For the purpose of CIS, unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by the qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or is within 100 feet of the vehicle and has the vehicle within their constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments and who is designated by the carrier/terminal to attend the conveyance and who is aware of the sensitivity of material moving under CIS and who is knowledgeable of the safety, security and emergency procedures that must be followed; and who is authorized and has the means and capability to move the transportation conveyance.
- c. For brief stops enroute, ensure that the vehicle or shipment is attended.
- d. When circumstances require lengthy stops en route, carriers will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 100 feet of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 381** - Constant Surveillance Service (ACCCSS) (continued)

- e. The trailer or conveyance containing the material upon which CIS is requested must always be connected with the power unit (tractor) during shipment except when stopped at a customer activity for loading/unloading; at a carrier terminal for servicing; at a carrier designated-point where driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of Paragraph 1 (d); or, in emergencies, at a DOD safe haven or refuge location.
- f. Carrier must be able to trace a shipment in less than 24 hours.
- g. Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.
- h. Driver ID requirements: Carrier must ensure drivers employed to handle sensitive shipment requiring CIS carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
- i. Single line-haul preferred.
- j. No trip lease.
- k. The maintenance of a Signature and Tally Record (DOD Form 1907) by the carrier is an integral part of CIS. Both the Signature AND Tally Record Service on all shipments for which CIS is requested and provided. Drivers are required to sign the DOD Form 1907 when they assume initial responsibility for the shipment and upon delivery.
- l. Driver(s) moving shipments on which CIS is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1.a. through 1.k. above.
- m. The tractor moving a CIS shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2007

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**



Rules and Regulations

**ITEM 381** - Constant Surveillance Service (ACCCSS) (concluded)

2. Annotation

When CIS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

"Constant Surveillance Service Requested.  
Signature and Tally Record (DOD Form 1907) furnished to carrier."

3. Charges

In addition to all rates and charges for transportation, shipments for which CIS is provided by carrier is shipper's request will be subject to the following charges, which include Constant and Specific surveillance and the maintenance of a signature and tally record.

MILES	ONE DRIVER	TWO DRIVERS
1 to 500	(1) \$.40 per mile per vehicle	(1) \$.50 per mile per vehicle
501 to 1,000	(2) \$.40 per mile per vehicle	(2) \$.50 per mile per vehicle
1,001 to 1,500	(3) \$.40 per mile per vehicle	(3) \$.50 per mile per vehicle
1,501 to 2,000	(4) \$.40 per mile per vehicle	(4) \$.50 per mile per vehicle
2,001 to 3,000	(5) \$.40 per mile per vehicle	(5) \$.50 per mile per vehicle
Over 3,000	(6) \$.40 per mile per vehicle	(6) \$.50 per mile per vehicle
Minimum Charge	(7) \$200.00 per shipment	(7) \$250.00 per shipment

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 382** - Dual Driver Protective Services (ACDDPS)

Dual Driver Protective Service ▲(DDP) will be provided by the carrier upon request by the shipper, subject to the following definition, requirements and charges.

1. Definition and Requirements:

DDP is a service that provides the following:

- a. Continuous responsibility, attendance and surveillance of a shipment through the use of two (dual) qualified drivers in the same line-haul vehicle, and includes the maintenance of a signature and tally record. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering or sabotage, including, insofar as is humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
- b. For the purpose of DDP, unless otherwise stated herein, when not being driven, a vehicle must be "attended" at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in the sleeper berth or is within 10 feet of the vehicle and has the vehicle within their constant, unobstructed view. A qualified representative is a person who is employed by the carrier or the terminal involved in handling of shipments, designated by the carrier/terminal to attend the conveyance, aware of the sensitivity of material moving under DDP, knowledgeable of the safety, security and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.
- c. For brief stops en route, carrier will ensure that the vehicle or shipment is attended.
- d. When circumstances require lengthy stops en route, carriers will insure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 10 feet of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 382** - Dual Driver Protective Services (ACDDPS) (continued)

1. Definition and Requirements (concluded)

- e. The maintenance of a Signature and Tally Record by the carrier is an integral part of DDP. Both the shipper and the carrier shall comply with the requirements of the Signature and Tally Record Service on all shipments for which DDP is requested and provided (NOTE: Both drivers are required to sign the Signature and Tally Record DOD Form 1907 when they assume initial responsibility for the shipment and upon delivery).
- f. Single line-haul.
- g. No trip lease authorized.
- h. The vehicle conveying the shipment upon which DDP is requested must remain connected with the power unit (tractor) during shipment except when stopped at a customer activity/contractor for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point when the driver(s) maintain continuous attendance and surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of (1.d); or, in emergencies, at a DOD safe haven or refuge location.
- i. Driver ID requirements: Carrier must insure drivers employed to handle sensitive shipments requiring DDP carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
- j. The tractor moving a DDP shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.
- k. Carrier must be able to trace a shipment in less than 24 hours.
- l. Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.
- m. Drivers moving shipments on which DDP is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance and actions to take to comply with the requirements listed in paragraphs 1.a. through 1.l. above.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 382** - Dual Driver Protective Services (ACDDPS) (concluded)

2. Annotation

When DDP is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

"Dual Driver Protection Service Requested. Signature and Tally Record (DOD Form 1907) furnished to carrier."

3. Charges

In addition to all rates and charges for transportation, shipments for which DDP is provided by carrier at shipper's request will be subject to the following charge from point of origin to final destination:

MILES	RATE
1 to 500	(1) \$.50 per mile per vehicle
501 to 1,000	(2) \$.50 per mile per vehicle
1,001 to 1,500	(3) \$.50 per mile per vehicle
1,501 to 2,000	(4) \$.50 per mile per vehicle
2,001 to 3,000	(5) \$.50 per mile per vehicle
Over 3,000	(6) \$.50 per mile per vehicle
Minimum Charge	(7) \$250.00 per shipment

These charges include the maintenance of a Signature and Tally Record, furnishing of dual drivers, and a working CB unit, mobile communication unit in the tractor, and all other provisions/requirements shown in paragraphs 1.a through 1.m above.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 383** - Motor Surveillance Service (ACMSS8, ACMS12)

1. Definition

Motor Surveillance Service ▲ (MVS/MNS) is a service used in the motor movement of selected items. The purpose of MVS/MNS is to provide shippers with visibility of their shipments from point of origin to final destination.

2. Requirements

When MVS/MNS is required on a shipment, the shipper shall notify the carrier in advance and annotate on the bill of lading as follows:

"Motor Surveillance Service Requested. Carrier to call (enter duty or 24-hour non-duty telephone number of shipper or other designated POC) (enter desired time interval) hours after shipment pick and every (enter desired time interval) hours thereafter to provide shipment location. Carrier will place final call upon delivery at destination."

When MVS/MNS is requested, carrier's drivers or dispatchers will contact the designated telephone number annotated on the Government Bill of Lading at the time intervals specified and provide vehicle location.

3. Charges

In addition to all rates and charges for transportation, shipments on which Motor Surveillance Service is provided will be subject to a charge of: (1) \$0.25 (twenty-five cents) per mile when calls are required every 8 (eight) hours (MVS), or a charge of (2) \$.15 (fifteen cents) per mile when calls are required every 12 (twelve) hours (MNS). Either charge will be subject to a minimum charge of (3) \$50.00 (fifty dollars) per shipment.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 384** - Satellite Motor Surveillance Service (ACSMSS)

1. DEFINITION - Satellite Motor Surveillance Service ▲(SNS) is a service which provides truck location reports, in-transit truck status changes and emergency situation notification through the use of two-way communications between the tractor/trailer unit and MCET central dispatch in Louisville, Kentucky via satellite link.
2. REQUIREMENTS - When Satellite Motor Surveillance Service is requested, the shipper shall notify the carrier in advance (48 hours or more if possible) and annotate on the bill of lading as follows:  

"Satellite Motor Surveillance Service Requested"
3. CHARGES - In addition to all other charges for transportation, shipments on which SNS is provided will be subject to a charge of \$0.25 (twenty-five cents) per mile, subject to a minimum charge of \$75.00 (seventy-five dollars) per truck used.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 14, 2000

EFFECTIVE: September 25, 2000

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

### **Rules and Regulations**

#### **ITEM 390** - Surveying Routes to be Traveled (ACSURV)

1. When a shipment is of such unusual size or weight that, in the opinion of the carrier, a survey of the route of travel is required for the safety of the shipment, carrier will so notify the shipper. If the shipper refuses to agree to such a survey the carrier shall not be obligated to perform the transportation. When the shipper agreed to such a survey the carrier will furnish a man or men along with his or their vehicles as provided in Paragraph 4 of this item. If the survey indicates that highway transportation is not feasible the survey charges shall still be paid according to the provisions hererof.
2. The word, "Survey" means that employee or employees of the carrier, utilizing a carrier vehicle or vehicles shall travel the proposed route of travel and shall observe the horizontal and vertical clearances of underpasses, bridges, tunnels, etc., traffic conditions and other hazards to determine if a shipment of unusual dimensions can be transported over said proposed route without hazard to the shipment, carrier's equipment and personnel, and the traveling public.
3. The number of miles upon which the charge shall be based shall be the total number of miles the personnel along with their equipment travel in performing the survey. The miles shall be computed from the carrier's terminal and shall end when the personnel and equipment return to the same carrier's terminal, subject to the minimum charge provided for in Paragraph 4 below.
4. The vehicle and personnel charges for the surveying of the route as provided herein shall be ♦\$1.50 (one dollar and fifty cents) per mile, subject to a minimum charge of ♦\$250.00 (two hundred fifty dollars) per vehicle used.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 4, 2009

EFFECTIVE: February 5, 2009

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 400** - New York City Area and Long Island, New York Congestion Charge

Except as otherwise specifically provided in publications subject hereto, shipments routed to or through the New York counties of Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk and Westchester will be subject to a charge of ♦\$700.00 (seven hundred dollars), which charge is in addition to all other applicable charges.

**ITEM 405** - Method of Determining Distance

Except as otherwise provided herein, or as otherwise provided in the Tariffs, Tenders or Contracts making reference hereto, distances shall be computed in accordance with the provisions of the current issue of the Rand McNally-TDM MileMaker, supplements thereto or reissues thereof, utilizing practical route miles between origin and destination of the shipment, subject to the following:

- (a) If transportation rates stated in cents per 100 pounds (cwt) are not shown for the actual distance the shipment is transported, the rate applicable for the next greater distance will apply.
- (b) Where the shipper or consignee requests a stop-in-transit for driver instructions, receipt of paperwork, cargo inspection or weighing, or a stop-in-transit for partial loading or unloading, mileage will be determined in accordance with provisions of Item 130 herein.
- (c) If operations over the shortest or specific route is not feasible because of load limitation of the highways or bridges, underpasses or other highway limitations, the number of additional miles traveled because of such limitation shall be added to the number of miles which would otherwise be used to obtain the rate.
- (d) When shipments moving under special permits required by a municipal or state regulatory body or commission specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
- (e) 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 governmental authorities for rebuilding, repair or frost laws, or for other reasons requiring carrier to detour, the distance over the shortest route over which the truck can be moved, origin to destination, will be used to determine the rate.
- (f) In the event a conflict arises concerning a mileage to be utilized in computing a rate, the applicable mileage will be determined by use of the Rand McNally-TDM MileMaker software system, practical route miles, subject to subparagraphs (b), (c), (d) and (e) above.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: December 22, 2017

EFFECTIVE: January 2, 2018

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610



Rules and Regulations

**ITEM 410** - Shipments Transported on a Shipper or Consignee Owned Trailers

1. When a shipment is transported on a shipper or consignee owned trailer, being pulled by a carrier owned tractor, the shipment shall be subject to all of the rules, regulations and charges the same as if it were being transported on a carrier owned trailer.
2. In addition thereto the shipper or consignee owned trailer shall be subject to the following rules and regulations:
  - (a) The carrier will make no allowance by separate agreement or otherwise for the use of such trailer.
  - (b) Any operating expense such as federal, state or municipal licenses or taxes or other such expenses will be paid by the carrier and such expenses will be assessed against the shipment. A certified copy of the invoice or receipt covering such charges will be furnished upon request, if available.
  - (c) Any minor repairs such as tire changes, lubrication and the like shall be made immediately provided the cost thereof is not in excess of \$150.00 (one hundred fifty dollars) and such cost will be assessed against the shipment. Certified copies of all invoices and receipts, if available, will be furnished upon request.
  - (d) However, whenever such trailer requires major repairs, modifications or replacements involving a cost in excess of \$150.00 (one hundred fifty dollars), carrier will communicate with the owner of the trailer by the most **▲**expeditious means for instructions before proceeding with said major repairs, modifications or replacements. The owner, under such circumstances may:
    - (1) If no shipment is loaded on the trailer, instruct the carrier to proceed, at owner's expense, with the repairs, modifications or replacements; or substitute another trailer; or request the carrier to return said trailer, if possible, to its point of origin, or
    - (2) If the trailer is loaded, instruct the carrier to proceed at owner's expense, with the repairs modifications or replacements; or accept delivery of the shipment at the point where the major repairs, modification or replacements are required.

All delays to the carrier's equipment or personnel resulting, or any charges for returning the trailer to the point of origin shall be assessed according to the provisions of this tariff. If the shipper elects to accept delivery, the applicable freight charges shall be assessed to such point.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: November 15, 1994

EFFECTIVE: November 16, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 410** - Shipments Transported on a Shipper or Consignee Owned Trailers (concluded)

2. (concluded)  
The shipment shall also be subject to charges including but not limited to, detention of equipment and personnel during loading, unloading and en route; delivery of trailer to the point of origin; overdimensional charges; permits and licenses; and returning the carrier's tractor, other vehicular equipment and personnel to the carrier's nearest sales office. Such charges shall be assessed at the applicable mileage or hourly rates provided therefore in this tariff, subject to all the minimums which are provided in said applicable rules and regulations.
3. Whenever the shipper or consignee owned trailer is oversized and by reason thereof, is restricted in its travel, requires extra personnel such as flagmen or escorts, or requires extra equipment such as escort vehicles, even though the shipment it is transporting comes within one or all of the dimensions permitted under Item 60, the shipment shall be subject to the additional charges that, under the circumstances, are applicable as well as to such overdimension charges applicable for the excess dimensions of the trailer larger than those of the shipment.

**ITEM 420** - Wharfage and Terminal Charges at Ports or Barge or Steamship Landing Points

The rates in tariffs making reference hereto do not include the cost of loading, unloading, handling or wharfage or other terminal charges of other carriers at port of entry or at barge or steamship landing points, and such charges will be in addition to the rates and charges named herein.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 430** - Export-Import Coastwise and Intercostal Shipments in Trailers or Containers Received from or Delivered by Water Carriers (see NOTE)

- A. When a carrier is requested or required to handle export, import, coastwise or intercoastal shipments in or on trailers or containers not owned by Motor Common Carriers party to this tariff, a charge of \$1.30 (one dollar and thirty cents) per mile, minimum charge of \$120.00 (one hundred twenty dollars) for all empty miles traversed will be assessed against the shipment in addition to other lawfully applicable rates or charges (ACIEMT).
- B. When a carrier is requested or required to bobtail (movement of tractor only with driver) either to pick-up a loaded trailer for delivery to a water carrier or subsequent to any delivery of a loaded trailer is required to return empty to original terminal, the charges as named in Paragraph "A" above will be assessed (ACIEMT).
- C. When a carrier utilizes trailers or containers not owned by Motor Common Carriers in the transportation of the other freight, the charges in Paragraph "A" above will not apply.
- D. When a carrier is required to physically transfer freight from containers onto carrier's equipment, an additional charge of \$0.45 (forty-five cents) per hundred weight subject to a 40,000 pound minimum weight will be assessed in addition to all other applicable charges (ACITRC).

NOTE: Shipments in or on trailers or containers subject to the provisions of this Item will be considered a fully loaded or loaded to capacity and charges will be based on the rate and weight applicable to vehicles loaded to capacity.

**ITEM 435** - Weighing or Reweighing (ACWTTK) (see NOTE)

When a vehicle (trailer or semi-trailer or combination tractor and semi-trailer) is weighed or reweighed, either empty or loaded, at the request of either the consignor or consignee (or agent of consignor or consignee) a charge of ♦\$15.00 (fifteen dollars) will be made for each weighing and ♦\$15.00 (fifteen dollars) for each reweighing.

NOTE: Service includes furnishing of weight certificates when requested.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 17, 2000

EFFECTIVE: March 24, 2000

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 436** - Equipment Return for Checking or Reweighing (ACRWGT) (exception to Item 435 herein)

When a shipment is found to be off weight when scaling out of a plant, and the carrier must return the shipment to the shipping door for checking or reweighing the material, a charge of \$25.00 (twenty-five dollars) is applicable for each occurrence. This charge will be in addition to all other applicable charges.

**ITEM 437** - Advancement of Charges (ACACHG)

Except as otherwise provided, rates governed by this tariff do not include brokerage fees, handling, usage, loading, unloading or storage charges at piers, wharves, dockside terminals, or at public warehouses, or cargo liability in Mexico. Unless otherwise instructed by the shipper or consignee, Carrier will advance charges for payment. Such charges will be reimbursed by the party responsible for payment of transportation charges (see NOTE A).

NOTE A: Charges specified in this rule will be shown as a separate line item on carrier's freight invoice. A service charge of \$25.00 (twenty-five dollars) will be assessed when such charges are advanced by the carrier.

**ITEM 438** - Item cancelled. For future application see Item 438A below.

**(n) ITEM 438A** - Mexican Shipments, Carrier Liability for (ACMXIN)

Carrier is not liable for loss, damage, injury, or delay to property transported in Mexico. Rates and charges in this tariff and tariffs, schedules, and tenders made subject hereto do not include liability for property transported in Mexico. Shipper or owner of property may request Carrier accept liability for such cargo prior to dispatch of Carrier's vehicle for loading. Shipper or owner must provide a complete description and declare the value of property when request is made. Carrier's liability for cargo shall not exceed \$75,000.00 (seventy-five thousand dollars) per truckload.

The party responsible for payment of freight charges will be billed \$500.00 (five hundred dollars) for Carrier acceptable of liability for cargo in Mexico. This charge will be in addition to all other applicable charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: August 29, 2012

EFFECTIVE: September 1, 2012

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 440** - Shipments Destined to or Originating at Piers or Docks (ACPIER)

When a carrier is requested or required to make payment of:

Charges due the pier or terminal operator on cargo while in the possession of the pier or terminal operator; charges for wharf usage or top wharfage; or loading or unloading charges to longshoremen, stevedores or public loaders; so such charge so paid or advanced by the carrier plus a service charge of an amount equal to 10% (ten percent) of the amount so paid or advanced by the carrier subject to a minimum service charge of \$10.00 (ten dollars) per shipment shall be added to the freight bill and shall be in addition to the freight charges and all other charges established by the carriers and provided in tariffs lawfully in effect and on file with the Interstate Commerce Commission, except the service charge will not apply when the party responsible for the payment of freight charges has made prior arrangements with the carrier to prepay the payment of charges due the pier or terminal operator.

**ITEM 445** - Customs or In-Bond Shipments (ACCUST)

IN-BOND shipments are subject to the following provisions and charges:

1. Shipments must be tendered on Uniform Straight Bill of Lading. The words "IN-BOND" must be stamped, typed or written on all such bills of lading and shipping orders immediately before the name of the consignee. The words "IN-BOND" must be stamped, typed or written in the body of such bills of lading and shipping orders.
2. Each package must be plainly marked, labeled or tagged by consignor to show "IN-BOND".
3. Shipments moving under a Customs Bond will be subject to a charge of ♦\$150.00 (one hundred fifty dollars) per vehicle used to transport the shipment. The charge is to cover special handling, which charge will be in addition to all other lawful charges.
4. Line haul charges on shipments requiring customs clearance at a point other than the final destination will be assessed on the basis of the distance commodity rates from origin to final destination via the customs clearance point(s).
5. In the event carrier's vehicle is delayed or detained at a customs clearance point in excess of two hours, a charge of \$300.00 (three hundred dollars) per day, per vehicle will be assessed, in addition to all other applicable charges (exception to Item 202 herein).

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 10, 2005

EFFECTIVE: March 14, 2005

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 460** - Overdimensional Shipments - Requirements for Radios (ACMET)

1. Whenever a shipment is of such dimension as to require the services of one or more escorts and their vehicles moving in convoy, each escort vehicle, each truck and each tractor involved in the movement shall be equipped with a two-way radio for communication between the escorts, truck drivers and tractor drivers, if shipper or consignee request them in writing prior to the time trucks are ordered. Such radios shall be paid for on the basis provided in Paragraph 2.
2. The charges for the use of two-way radios shall be as follows:

EQUIPMENT	CHARGE
Two-way Radios, used for communication during transportation of special loads, per radio	(n) Actual cost, plus 15%

3. Such radios are stored at the carrier's terminals for the convenience of the shipments which require them. Whenever such radios are required they will be shipped to the point at which they are required and upon completed of their use will be returned to the point from which they were supplied. All charges for the transportation thereof shall be assessed against the shipment.
4. The minimum charge for the use of any radio, excluding the transportation costs provided for the above in Paragraph 2 shall be \$45.00 (forty-five dollars) per radio.
5. (n) Charges found in Paragraph 2 will not apply when Citizens Band ("CB") radios are requested and furnished in the performance of this service.

**ITEM 470** - Restricted Speeds (ACRSS)

1. Where the shipper or governmental regulatory agency, because of the delicate or unusual nature of the shipment, wishes to restrict the carrier to speeds below normal, he will so specify on the bill of lading, or by special written instruction to the carrier upon delivery of the shipment to the carrier.
2. Carriers will, in so far as is possible, comply with such restricted speeds but, because of the additional transit time required and the extra expense incurred, will assess the additional charges designated in Paragraph 3.

(continued)

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: February 10, 1994

EFFECTIVE: March 1, 1994

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**ITEM 470** - Restricted Speeds (ACRSS) (concluded)

3. Charges shall be as follows:

RESTRICTED SPEED	RATES IN CENTS PER MILE
Less than 20 miles per hour	0.30
Less than 25 but not less than 20 miles per hour	0.25
Less than 35 but not less than 25 miles per hour	0.20
Less than 41 but not less than 35 miles per hour	0.15

**ITEM 480** - Seal Record

Prior to departure from point of origin, trailer shall be sealed and seal number will be indicated on body of bill of lading. At final destination, or stop-off points, if any, the seal shall first be noted by consignee and driver and remarks as to its condition (unbroken, broken, tampered with) and serial number shall be placed on the shipping order. The consignee shall then break the seal and if a portion of the shipment remains on the trailer, after unloading his portion of the shipment, reseal and indicate such new seal number on the bill of lading.

**ITEM 485** - Quotation of Estimated Charges and Rates

When requested, carrier will furnish, either orally or in writing, an estimate of the published Tariff charges applicable on any given shipment moving under provisions of this Tariff. Such estimates will be given on the basis of the effective published Tariff provisions as applied to those facts concerning the shipment which are made know to the carrier. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which is not binding either on the carrier or the shipper. All transportation charges on a shipment will be assessed on the basis of the published Tariff provisions lawfully in effect at the time of shipment as applied to the commodity shipped and the transportation and related services performed in connection therewith.

**ITEM 486** - Basis for Arriving at Rates - Independent Cities

Unless otherwise provided, the applicable rates to independent cities will be those applicable to the county contiguous to the independent city. Where more than one county is contiguous to the independent city that rate producing the lowest charge to any of the contiguous counties will apply.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 21, 1992

EFFECTIVE: May 1, 1992

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610

Rules and Regulations

**▲ITEM 490** - Line Haul Revenue

All rates named in tariffs governed by this publication include a 2% (two percent) insurance surcharge for increased cost of carrier's insurance and this 2% (two percent) is not to be considered part of the "Line Haul Revenue".

**ITEM 500** - Towing or Dragging

1. When articles such as air compressors, generators, mobile cranes or other mobile units, such as full trailers, semi-trailers and other units, requiring towing or dragging by a vehicle, charge therefore shall be the same as if such articles were loaded upon the vehicle and shall be subject to all the rules, regulations, accessorial charges and other such conditions named herein.
2. Any service charges incurred by direct expenditures on the vehicle being towed or dragged, shall be advanced and shall be charged to the consignor or owner and shall be in addition to other charges shown herein (ACTOW1, ACTOW2, ACTOW3).
3. There will be an additional charge of \$1.15 (one dollar and fifteen cents) per mile to return empty tractor to point at which shipment originated. This charge is subject to a \$75.00 (seventy-five dollars) minimum charge and is applicable in addition to all other charges (ACTOWG).

**ITEM 510** - Protection of Radiators

It will be the responsibility of the shipper to see that cooling systems or radiators of commodities being transported contain sufficient anti-freeze solution to prevent freezing while in transit, or that they are completely drained of water.

**ITEM 520** - Mixed Truckload Shipments

Unless otherwise provided, when a number of articles are shipped at one time by one consignor on one bill of lading from one point of origin to one consignee at one destination as a mixed truckload shipment, the shipment will be charged at the straight truckload maximum or minimum weight and rate of the highest rated article.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: September 20, 2021

EFFECTIVE: September 20, 2021

ISSUED BY: Chris Wise, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610



Rules and Regulations

**(n) ITEM 530** - Proof of Delivery (ACPODC) - Air Freight Forwarders

1. When proof of delivery documents are required by an Air Freight Forwarder, the following definition will apply:
  - a. Proof of Delivery. Proof of Delivery is the delivery of a signed shipping document, by electronic transmission, or by mail or express service, by the delivering carrier, to a location designated by an Air Freight Forwarder.
2. Charges. When required by an Air Freight Forwarder, the charge for providing a Proof of Delivery document will be \$75.00 (seventy-five dollars) per shipment, subject to the following conditions:
  - a. Proof of Delivery by electronic transmission. Proof of Delivery documents must be transmitted by the delivering carrier within six hours of delivery.
  - b. Proof of Delivery by mail or express service. Proof of Delivery documents must be forwarded by the delivering carrier within twenty-four hours of delivery.
3. Invoices. Invoices submitted by an Air Freight Forwarder for payment of Proof of Delivery charges will be cross referenced by the Air Freight Forwarder's Identification number(s) and the carrier's identification number(s).

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: March 20, 1998

EFFECTIVE: March 23, 1998

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 540** - Repositioning of Shipper's Empty Trailers (ACREPO)

Upon Shipper, Consignee or other trailer at owner's request, Mercer Transportation Co., Inc. will reposition empty freight transportation trailers that are legally road-worthy and are of legal dimensions subject to the following considerations and charges:

1. This service will be performed subject to availability of suitable power equipment.
2. The destination of the trailer shall be a facility at which the trailer is to be loaded with freight routed for delivery by Mercer Transportation Co., Inc.
3. A charge of ♦\$1.40 (one dollar and forty cents) per hubometer mile traveled, subject to a minimum charge of ♦\$100.00, will be assessed for this service. This charge will apply per trailer repositioned.
4. The trailer must be assigned to and under control of a Mercer Power Unit at the time the request for reposition is made by the trailer owner.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: January 29, 2015

EFFECTIVE: February 2, 2015

**ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**(n) ITEM 550** - Complimentary Envelope Forwarding

When shipper requests that the driver pick up an envelope or shipping container from the consignee and deposit it in the U.S. Mail or with a parcel courier or delivery service at no charge, this carrier will endeavor to provide service subject to the following conditions and limitations:

Mercer Transportation Co., Inc. accepts no liability whatsoever for driver's error, failure of the shipper to receive the envelope or parcel, or for any other acts or omission other than those imposed by law or regulation on a common carrier in the routine delivery of freight for compensation.

Shipper requests for complimentary service in conjunction with any shipment must be received by this carrier prior to dispatch of truck for loading.

Complimentary services described in this Item will not be provided on any shipment designated as C.O.D. on the bill of lading or other shipping documents.

Envelope or parcel may not exceed 5 (five) pounds in weight.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: April 15, 1999

EFFECTIVE: April 19, 1999

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

Rules and Regulations

**ITEM 560** - Item cancelled. Tariff as amended will apply.

(n) **ITEM 560A** - Capacity Charge (ACCAP)

When Carrier does not have adequate or suitable equipment in the immediate vicinity of the loading site, a capacity charge of up to \$1,500.00 will be assessed to position adequate or suitable equipment for loading, which charge will be in addition to all other applicable rates and charges.

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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF

ISSUED: January 29, 2015

EFFECTIVE: February 2, 2015

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS**

<b>ABBREVIATION OR REFERENCE MARK</b>	<b>EXPLANATION:</b>
A.M	Before Noon
C.O.D.	Collect on Delivery
Co	Company or County
Col	Column
CONUS	Contiguous United States
cwt	Cents per 100 pounds
CZ	Commercial Zone
Cont	Continued
DOT	Department of Transportation
e.g.	For example
etc.	And so forth
FHWA	Federal Highway Administration
(n) GBL	Government Bill of Lading
Hwy	Highway
ICC	Interstate Commerce Commission
IH	Interstate Highway
Inc	Incorporated
I.e.	That is
KD	Knocked Down
lbs.	Pounds
LTL	Less than Truckload
LU	To be loaded by consignor and unloaded by consignee
M	Denotes thousands of pounds Maximum or Minimum Weight
MCET	Mercer Transportation Co., Inc.
Min	Minimum
n/a	Not Applicable
No(s)	Numbe(s)
NOI	Not Otherwise Indexed
NOIBN	Not Otherwise Indexed by Name
POC	Point of Contact
P.M.	Afternoon
STB	Surface Transportation Board
SU	Set Up
(n) Ton	2,000 pounds
TL	Truckload
U.S.	United States
Vol	Volume
Viz	Namely
'	Foot
"	Inches
\$	Dollars
¢	Cents
%	Percent
(A) or ◆	Increase
(R) or ♦	Reduction
(C) or ▲	Change in wording which results in neither increase or reduction in charges
*	For any mileage not listed, use the next greater mileage that is listed
(n)	New or Addition
(c)	Provisions Cancelled

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ISSUED: April 8, 1994

EFFECTIVE: April 15, 1994

**ISSUED BY: Robert L. Browning, Traffic Manager**  
**Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610**

## FUEL SURCHARGE SUPPLEMENT (TN1)

Supplement (F) 1  
Contains all Changes

Supplement (F) 1  
TO

RULES AND REGULATIONS TARIFF  
MCET 101B

(F) - Fuel Surcharge Supplement

### APPLICATION OF FUEL SURCHARGE

All transportation services that consume fuel shall be subject to a fuel surcharge, in addition to all other rates and charges, calculated by adding the billed line-haul charge to the surcharge amount shown corresponding to the Fuel Price Index in the table below:

Fuel Price Index (in cents per gallon)	Surcharge Amount	Fuel Price Index (in cents per gallon)	Surcharge Amount	Fuel Price Index (in cents per gallon)	Surcharge Amount
0.0 - 114.9	\$.00 per mile	245.0 - 249.9	\$.27 per mile	380.0 - 384.9	\$.54 per mile
115.0 - 119.9	\$.01 per mile	250.0 - 254.9	\$.28 per mile	385.0 - 389.9	\$.55 per mile
120.0 - 124.9	\$.02 per mile	255.0 - 259.9	\$.29 per mile	390.0 - 394.9	\$.56 per mile
125.0 - 129.9	\$.03 per mile	260.0 - 264.9	\$.30 per mile	395.0 - 399.9	\$.57 per mile
130.0 - 134.9	\$.04 per mile	265.0 - 269.9	\$.31 per mile	400.0 - 404.9	\$.58 per mile
135.0 - 139.9	\$.05 per mile	270.0 - 274.9	\$.32 per mile	405.0 - 409.9	\$.59 per mile
140.0 - 144.9	\$.06 per mile	275.0 - 279.9	\$.33 per mile	410.0 - 414.9	\$.60 per mile
145.0 - 149.9	\$.07 per mile	280.0 - 284.9	\$.34 per mile	415.0 - 419.9	\$.61 per mile
150.0 - 154.9	\$.08 per mile	285.0 - 289.9	\$.35 per mile	420.0 - 424.9	\$.62 per mile
155.0 - 159.9	\$.09 per mile	290.0 - 294.9	\$.36 per mile	425.0 - 429.9	\$.63 per mile
160.0 - 164.9	\$.10 per mile	295.0 - 299.9	\$.37 per mile	430.0 - 434.9	\$.64 per mile
165.0 - 169.9	\$.11 per mile	300.0 - 304.9	\$.38 per mile	435.0 - 439.9	\$.65 per mile
170.0 - 174.9	\$.12 per mile	305.0 - 309.9	\$.39 per mile	440.0 - 444.9	\$.66 per mile
175.0 - 179.9	\$.13 per mile	310.0 - 314.9	\$.40 per mile	445.0 - 449.9	\$.67 per mile
180.0 - 184.9	\$.14 per mile	315.0 - 319.9	\$.41 per mile	450.0 - 454.9	\$.68 per mile
185.0 - 189.9	\$.15 per mile	320.0 - 324.9	\$.42 per mile	455.0 - 459.9	\$.69 per mile
190.0 - 194.9	\$.16 per mile	325.0 - 329.9	\$.43 per mile	460.0 - 464.9	\$.70 per mile
195.0 - 199.9	\$.17 per mile	330.0 - 334.9	\$.44 per mile	465.0 - 469.9	\$.71 per mile
200.0 - 204.9	\$.18 per mile	335.0 - 339.9	\$.45 per mile	470.0 - 474.9	\$.72 per mile
205.0 - 209.9	\$.19 per mile	340.0 - 344.9	\$.46 per mile	475.0 - 479.9	\$.73 per mile
210.0 - 214.9	\$.20 per mile	345.0 - 349.9	\$.47 per mile	480.0 - 484.9	\$.74 per mile
215.0 - 219.9	\$.21 per mile	350.0 - 354.9	\$.48 per mile	485.0 - 489.9	\$.75 per mile
220.0 - 224.9	\$.22 per mile	355.0 - 359.9	\$.49 per mile	490.0 - 494.9	\$.76 per mile
225.0 - 229.9	\$.23 per mile	360.0 - 364.9	\$.50 per mile	495.0 - 499.9	\$.77 per mile
230.0 - 234.9	\$.24 per mile	365.0 - 369.9	\$.51 per mile	500.0 - 504.9	\$.78 per mile
235.0 - 239.9	\$.25 per mile	370.0 - 374.9	\$.52 per mile	505.0 - 509.9	\$.79 per mile
240.0 - 244.9	\$.26 per mile	375.0 - 379.9	\$.53 per mile	510.0 - 514.9	\$.80 per mile

If the cost of fuel exceeds the figures in the table, then for every five (5) cents per gallon increase in fuel cost, an additional one (1) cent per mile will be assessed.

\*The Fuel Price Index shall be the national average diesel price as determined by the Energy Information Administration - Department of Energy each Monday (or Tuesday if a holiday falls on Monday), which is available by calling 202-586-6966. That average diesel price shall then be compared to the table above to determine the surcharge amount.

The fuel surcharge for each week shall be based on the Monday's Fuel Price Index as reported by the Energy Information Administration. The fuel surcharge will be effective Tuesday through Monday of the next week.

The applicable fuel surcharge shall be shown as a separate entry (not part of the rate) on the freight bill.

### CERTIFICATION

This is to certify that the person actually responsible by contract or otherwise, for the payment of fuel charges is to receive the full increase in revenue derived from surcharges published hereunder.

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ISSUED: October 22, 2004

EFFECTIVE: October 25, 2004

ISSUED BY: Robert L. Browning, Traffic Manager  
Mercer Transportation Co., Inc., P.O. Box 35610, Louisville, Kentucky 40232-5610