

TAYLOR DISTRIBUTING COMPANY

RULES AND SPECIAL CHARGES TARIFF

Effective January 1, 2008

The Rules and Special Charges of this Tariff apply to transportation services performed by Taylor Distributing Company ("Taylor"), whether commerce is interstate, intrastate, or international. These Rules and Special Charges are incorporated by reference into each bill of lading and Motor Carrier Agreement as if fully stated therein.

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ITEM	RULES AND SPECIAL CHARGES
	DEFINITION OF "SHIPMENT"
110	A "Shipment" is a lot of freight received from one shipper at one point (or places within the confines of a single plant), on one day consigned to one consignee at one address at one destination and covered by one bill of lading or a single manifest, for transportation in one vehicle, unless otherwise provided.
	APPLICATION OF TARIFF
150	The Rules and Special Charges of this Tariff apply to transportation services performed by Taylor Distributing Company ("Taylor"), whether commerce is interstate, intrastate, or international. These Rules and Special Charges are incorporated by reference into each bill of lading and Motor Carrier Agreement as if fully stated therein.
	ARRIVAL NOTICE
345	When shipper or consignee request that Taylor telephone any consignee to arrange a delivery appointment for delivery of freight moving under the provisions of this Tariff there will be an additional charge of \$4.00 for each such telephone notification so made by Taylor's employees.
	CLAIMS – LOSS AND DAMAGE
407	<p>(a) In accordance with 49 U.S.C. § 14706, Taylor will be liable to Shipper for the actual loss or damage to goods while in transit, except to the extent such loss or damage is caused by an act of God, the public enemy, public authority, act or omission of the shipper or owner of the goods, or the inherent nature of the goods.</p> <p>(b) The measure of damage will be limited as provided in 490 below.</p> <p>(c) Except as otherwise provided herein or in a Motor Carrier Agreement, 49 CFR 370 shall govern the processing of claims for loss or damage to goods.</p> <p>(d) Claims for loss or damage to goods must be filed within nine (9) months of the date of delivery of shipment, or, in the case of non-delivery, within nine (9) months of a reasonable time for delivery.</p> <p>(e) Legal action for loss or damage to goods must be filed within two (2) years and one (1) day of the date on which Taylor declines the claim or any portion thereof.</p>
	CLAIMS – OVERCOLLECTION AND DUPLICATE PAYMENT
408	Except as otherwise provided herein or in a Motor Carrier Agreement, the Code of Federal Regulations Title 49, Part 378 governs claims for overcollection or duplicate payment. Any claim for overcollection or duplicate payment must be made in writing and received by Taylor within 180 days from the date of the invoice.

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430	<p style="text-align: center;">C.O.D. SHIPMENTS</p> <p>C.O.D. (Collect on Delivery) shipments will be accepted for transportation by Taylor subject to the following provisions:</p> <ul style="list-style-type: none"> (a) The Bill of Lading and/or shipping order must be clearly marked "COD" before the consignee's name on the bill of lading. The amount of the COD to be collected must be clearly shown on the Bill of Lading. (b) Each package must be clearly marked or tagged by the shipper showing the letters "COD." and name and address of the shipper and consignee. (c) All checks, including cashier's checks and certified checks and money orders tendered in payment of COD shipments will be accepted by Taylor at the shipper's risk, including but not limited to, the risk of non-payment and forgery. Taylor will not be liable upon any such instrument. (d) Unless the shipper writes instructions to collect "Cash or Certified Funds Only" in the COD section of the Bill of lading, Taylor will accept the consignee's check naming the shipper as payee in payment of the COD. (e) If COD payment is refused by the consignee, Taylor is responsible only for the disposition of the shipment pursuant to the bill of lading or other contract. (f) All COD payments will be sent to the shipper's address shown on the bill of lading unless other instructions are provided on the bill of lading. (g) The charge for collecting and remitting the C.O.D. amount will be \$35.00, which will be in addition to all other applicable charges assessed against the shipment.
490	<p style="text-align: center;">DECLARATION OF VALUE AND LIMITATION OF LIABILITY</p> <p>Taylor's liability for loss or damage to cargo is limited to \$10 per pound times the weight of the goods lost or damaged, or a maximum liability of \$100,000 per shipment unless Shipper declares a higher value and pays an additional charge as specified in Taylor's Tariff. In no case will Taylor's liability for cargo loss or damage exceed the actual value of the goods.</p>
495	<p style="text-align: center;">DELIVERY TIMES NIGHT, WEEKEND OR HOLIDAY DELIVERY</p> <p>Less Than Truckload (less than 15,000 pounds) will be delivered between 5:00 a.m. and 4:00 p.m. local time.</p> <p>If delivery is requested between 5:00 p.m. and 5:00 a.m. local time, there will be an additional charge of \$50.00 per shipment.</p> <p>If Weekend or Holiday deliver is requested, there will be an additional charge of \$175.00 per shipment.</p>

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500	<p style="text-align: center;">DETENTION – VEHICLES WITH POWER UNITS</p> <p>Detention applies when Taylor trailers with tractors or power units are delayed or detained, through no fault of Taylor. When this occurs, the following provisions will apply:</p> <ul style="list-style-type: none"> (a) Two hours free time will be allowed for loading each shipment and two hours free time will be allowed for unloading each shipment. (b) Free time will begin when Taylor notifies the consignee of the arrival of the trailer for loading or unloading. Time will end when the unloading is complete and the driver has received a signed delivery document. (c) There will be a charge to the shipper of \$60.00 per hour, or fraction thereof, for all time in excess of the free time specified above.
501	<p style="text-align: center;">DETENTION – VEHICLES WITHOUT POWER UNITS</p> <p>Detention applies when Taylor trailers without tractors or power units are delayed or detained, through no fault of Taylor. When this occurs, the following provisions will apply:</p> <ul style="list-style-type: none"> (a) When at request of consignor or consignee a trailer is spotted at its facility, or at any other designated site, there will be a charge of \$75.00 per vehicle to spot the trailer, and an additional charge of \$75.00 for each 24 hours, or fraction thereof, from the time the trailer is placed at the designated spot and until the trailer is released, provided that a minimum of 24 hours notice will be provided to Taylor in advance of release of the trailer. (b) Taylor will have no liability for loss or damage to shipments prior to Taylor's receipt of the trailer at origin or after trailer is dropped at destination. (c) When placement for spotting, changing the position of a previously spotted trailer to another location or when picking up a previously spotted empty trailer, a charge of \$2.00 per mile will apply for the power unit used in such placement, movement or pickup computed from Taylor's terminal to location of the spotted trailer and return to Taylor's terminal for each such service, subject to a minimum charge of \$75.00 per service.
510	<p style="text-align: center;">DISTANCES, COMPUTATION</p> <ul style="list-style-type: none"> (a) Distance will be computed by Practical Routing and will be ascertained by compilations of distances as shown in the current issue of PC Miler. (b) When at the request of the consignor a longer route than the shortest practical route is used, the distance over the longer route will apply. (c) When specified routes are designated by any federal, state, county, township or municipal authority over which the shipment must be transported, the distance over such specified route will apply. (d) Fractions of one mile will be increased to the next whole mile.
530	<p style="text-align: center;">DOCK PICK-UP/WILL CALL</p> <p>If shipper or consignee requests consignee be allowed to pick up a shipment at Taylor's facility, a charge will be assessed of \$1.50 per hundred weight with a minimum charge of \$40.00.</p>

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	FUEL SURCHARGE
550	See www.taylordistributing.com/driver-breakdown.html for current Fuel Surcharge.
	HANDLING FREIGHT AT PLACES NOT IMMEDIATELY ADJACENT TO VEHICLE (Inside Delivery)
566	When requested by shipper or consignee, Taylor will move shipments or portions of shipments to positions beyond the immediately accessible unloading location of consignee at an additional charge of \$2.00 per 100 pounds, subject to a minimum charge of \$35.00 per delivery. Inside delivery will be provided above or below the level accessible to the Taylor vehicle only when elevator or escalator is available and labor necessary to operate it is provided without cost to Taylor. The Inside Delivery charge for shipments delivered within an airport will be \$75.00 plus an additional charge of \$3.00 per 100 pounds.
	IMPRACTICABLE OPERATIONS
570	Nothing in this Tariff, or as amended, will be construed as making it binding upon Taylor to accept freight from or make delivery to locations at which it is impracticable to operate vehicles because of conditions of road, streets, alleys, driveways or approaches thereto, or inadequate preparation of location for receiving or delivery.
	LAYOVERS
572	When Taylor's vehicle arrives at point of loading or unloading between 7:00 A.M. and 5:00 P.M. and the consignor or consignee cannot complete loading or unloading, as the case may be, by 5:00 P.M. on the date of arrival, Item 500 (Detention – Vehicles with Power Units) will apply to the time prior to 5:00 P.M. and if the vehicle is detained at such point, or in the vicinity thereof, until 7:00A.M. the next morning, there will be an additional charge of \$250.00 for overnight layover. If the vehicle is detained beyond 7:00 A.M. the next morning, Item 500 (Detention – Vehicles with Power Units) will apply, however no free time will be allowed.
	LUMPER CHARGE
610	If Lumper service is performed, Taylor will invoice shipper and shipper will pay Taylor the amount paid to Lumper, plus a \$25 administration fee.

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ITEM	RULES AND SPECIAL CHARGES						
	PAYMENT OF CHARGES						
750	<p>(a) The rates named in this Tariff apply only on freight prepaid shipments. When shipper tenders to Taylor shipment(s) on a freight collect basis, such shipments will only be accepted at an additional charge of \$35.00 per shipment and provided that the shipper guarantees payment of freight charges.</p> <p>(b) Freight bills must be paid within 30 calendar days after the invoice date. Freight bills not paid within 30 days will be subject to an additional charge of 1 ½ percent per month. The computation of said charge to begin on the 31st day following presentation of Taylor's freight bill to party responsible for payment.</p> <p>(c) Freight charges not paid before Taylor contracts the services of a collection agency, attorney, or other authorized agent will be subject to a charge of 35 percent of the unpaid portion of the freight charges.</p>						
	PRODUCT DESTRUCTION CHARGE						
720	<p>If shipper or consignee request Taylor destroy product, the following Product Destruction Charges apply:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">1-6 pallets of product</td> <td style="text-align: right;">\$50.00 per pallet</td> </tr> <tr> <td>7-11 pallets of product</td> <td style="text-align: right;">\$40.00 per pallet</td> </tr> <tr> <td>12 or more pallets of product</td> <td style="text-align: right;">\$25.00 per pallet</td> </tr> </table>	1-6 pallets of product	\$50.00 per pallet	7-11 pallets of product	\$40.00 per pallet	12 or more pallets of product	\$25.00 per pallet
1-6 pallets of product	\$50.00 per pallet						
7-11 pallets of product	\$40.00 per pallet						
12 or more pallets of product	\$25.00 per pallet						
	PICK-UP AND DELIVERY SERVICE						
820	<p>The rates named in this Tariff include both pick-up from and delivery to one accessible location upon both the premises of the consignor and consignee, unless otherwise provided.</p>						
	RECONSIGNMENT OR DIVERSION						
860	<p>Shipments may be reconsigned or diverted subject to the following provisions:</p> <p>(a) The term "reconsignment" or "diversion" means (1) a change in the name of the consignee or consignor; (2) a change in the destination; or (3) any other instructions given by consignee, consignor or owner of the freight necessary to effect delivery and requiring an addition to or a change in billing, or an additional movement of the transporting vehicle or both.</p> <p>(b) A request for reconsignment or diversion must be made in, or confirmed in writing.</p> <p>(c) When an order for reconsignment or diversion is received by Taylor, a diligent effort to locate the shipment and effect the desired change will be made, but Taylor will not be responsible for failure to effect such change.</p> <p>(d) Transportation charges will be based on the truckload rate at the applicable minimum weight, or actual weight if greater, of the entire shipment applying from the point of original origin to the point, among the reconsignment or diversion point or points or final destination, which has the highest applicable rate published in this Tariff.</p> <p>(e) The charge for out of route miles will be \$2.00 per mile.</p> <p>(f) There will be a charge of \$75.00 for each reconsignment or diversion requested, which will be in addition to all other applicable charges assessed against the shipment.</p>						

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ITEM	RULES AND SPECIAL CHARGES
	RETURNED, REFUSED OR REJECTED SHIPMENTS
865	<p>If for any reason a shipment is refused or rejected, in whole or in part, by the consignee at destination, it may be returned to the point of original origin upon order of the shipper.</p> <p>The transportation rate to apply on such shipment will be the same rate as was lawfully charged from point of original origin to point where such shipment is refused or rejected, subject to a minimum charge of \$100.00, which will be in addition to the charge for the original shipment.</p>
	SEALED TRAILER
870	<p>At Shipper's election, a trailer may be sealed at origin. Taylor may break the seal on a trailer if, upon Taylor's determination or that of its driver or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the goods or Taylor's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. Consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken.</p>
	SHIPPER'S LOAD AND COUNT
887	<p>If Shipper elects to load Taylor's equipment without a representative of Taylor present, Shipper will mark the receipt at origin "Shipper's Load and Count" ("SL&C"), indicating the counting and loading have performed by Shipper. Failure to so mark the receipt, however, will not affect the liabilities of Taylor, if the counting and loading were in fact performed by Shipper.</p>
	SORTING OR SEGREGATING
900	<p>When Taylor is required to sort or segregate products by brand, flavor, size, or any other distinguishing characteristics at the premises of consignee, there will be an additional charge of 1.50 cents per 100 pounds for such service. The minimum charge for sorting each shipment will be \$30.00; the maximum charge for sorting each shipment will be \$95.00. For a current list of companies requiring Sorting or Segregating service see www.taylordistributing.com/driver-breakdown.html</p>

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910	<p style="text-align: center;">STOP-OFF IN TRANSIT</p> <p>Truckload shipments may be stopped in transit at a point or points enroute between original point of origin and the final destination thereof for the purpose of partial loading or partial unloading, subject to the following provisions and charges:</p> <ul style="list-style-type: none"> (a) Shipper must arrange for a shipment to be stopped in transit with Taylor prior to the tender of such shipment for transportation. (b) Transportation charges will be based on the truckload rate at the applicable minimum weight, or actual weight if greater, of the entire shipment applying from the point of original origin to the point of final destination. When in performing stop-offs, the distance from the initial origin to the final destination via the stop-off point or points exceed the shortest distance from the initial origin to the final destination, there also will be an additional charge of \$2.00 per mile for all miles in excess of the shortest distance from the initial origin to the final destination. (c) Bill of Lading or shipping order must have notation showing the point or points such shipment is to be stopped in transit with clear instructions and description as to the portion of freight to be loaded or unloaded. Agent at stop-off point, or if there is no agent at such point, the driver of Taylor's vehicle will make notation on the Bill of Lading or shipping order showing date, description, quantity and weight of the freight loaded or unloaded at each stop-off point. (d) The charge for each stop-off for partial loading or unloading, exclusive of initial pickup and final delivery, which is in addition to all other applicable charges assessed against the shipment, will be: First stop-off, \$60.00; second stop-off, \$85.00; third stop-off \$150.00; and fourth stop-off \$200.
985	<p style="text-align: center;">VEHICLE ORDERED BUT NOT USED</p> <p>When Taylor upon receipt of a request to pickup a shipment has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the Taylor the vehicle is not used, there will be a charge of \$2.00 per mile computed from Taylor's terminal to point where the pickup was ordered and return to Taylor's terminal, subject to a minimum charge of \$250.00.</p>
986	<p style="text-align: center;">WAREHOUSEMAN'S LIABILITY</p> <ul style="list-style-type: none"> (a) If the consignee refuses goods tendered for delivery, or if Taylor is unable to deliver the goods because of fault or mistake of Shipper or consignee, Taylor's liability shall become that of a warehouseman. (b) Taylor shall promptly attempt to provide notice to Shipper by telephonic or electronic communication. (c) If Taylor does not receive disposition instructions within 48 hours of the first notice to Shipper, Taylor will attempt to issue a second and final notification. (d) If Taylor does not receive disposition instructions within ten (10) days of the second and final notification, Taylor may offer the goods for sale at a public auction. The cost of the sale shall be applied to Taylor's invoice for transportation, storage and other lawful charges. Shipper shall 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, Taylor will pay such balance to Shipper. (e) If perishable goods cannot be delivered, Taylor may dispose of such goods in the manner that Taylor determines to be in the best interest of the parties.

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ITEM	RULES AND SPECIAL CHARGES			
	WAREHOUSING CHARGES			
	<p>If Taylor is unable to deliver a shipment, if it is refused by the consignee, or returned to Taylor for any reason, Taylor will access the following Warehousing Charges:</p>			
990	<p>First two (2) days, including day shipment is refused or returned to Taylor Beginning on the third calendar day, measured from day shipment is refused and continuing through day Taylor receives disposition of shipment: Dry/Air Conditioned Cooler Frozen</p>	<p><i>Charge per Hundredweight Per day</i> Free \$.35 \$.50 \$.75</p>	<p><i>Minimum charge per Shipment Per day</i> \$5.00 \$8.00 \$10.00</p>	<p><i>Maximum charge per Shipment Per day</i> \$100.00 \$140.00 \$200.00</p>