

**A. DUIE PYLE, INC.**

**(MC 39140 and Subs)**

**LOCAL MOTOR FREIGHT TARIFF**

**OF**

**RULES AND OTHER PROVISIONS  
GOVERNING TARIFFS REFERRING HERETO**

**ISSUED DATE: December 1, 1994**

**EFFECTIVE DATE: January 1, 1995**

**ISSUED BY:**

**Peter A. Latta, President**

**P. O. Box 564**

**West Chester PA 19381**

**Provisions herein will have no effect on the quality of the human environment.**

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

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CHECK SHEET

PYLE 101-A

84<sup>th</sup> Revised Page 2  
 cancels 83<sup>rd</sup> Revised Page 2

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

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\* - Indicates pages revised this date.

Issued Date:	February 15, 2010		ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
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CHECKING SHEET FOR CORRECTIONS

PYLE 101-A

Original Page 3

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

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ISSUED DATE:	July 27, 2009		ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
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THE PYLE CORPORATION d/t/b/a  
A. DUJE PYLE, INC.

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PYLE 101-A		7 <sup>th</sup> Revised Page 1-03 cancels 6 <sup>th</sup> Revised Page 1-03	
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ISSUED DATE	July 27, 2009	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381	
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PYLE 101-A

1<sup>st</sup> Page 2-01  
Cancels Original Page 2-01

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 101**      **DEFINITIONS**

1.      DIRECT SERVICE AND SERVED DIRECT, as used in this tariff or in tariffs subject hereto means transportation service performed by a carrier with its facilities and vehicles or those of its agent.
2.      LOCAL HAUL, as used in this tariff, or in tariffs subject hereto, means the transportation of shipment by one motor carrier under a local rate, whether pickup service at a point of origin or delivery service at destination is performed by such carrier or for its account by another carrier.
3.      NATIONAL MOTOR FREIGHT CLASSIFICATION, as used in this tariff means National Motor Freight classification ICC NMF 100 Series, National Motor Freight Traffic Association, Inc., Agent.
4.      TRUCKLOAD shall be understood to mean any shipment billed at the truckload class rates under Item 990 (WEIGHING AND WEIGHTS - TRUCKLOAD MINIMUM WEIGHTS) of this tariff or at truckload commodity rates in tariffs subject hereto. In case of ratings or rates which apply "any quantity" or which are the same on all shipments weighing 5,000 pounds or more, a shipment weighing 20,000 pounds or more shall be deemed a truckload for the purpose of applying rules and accessorial charges (not transportation charges) governing truckload shipments.
5.      CARRIER'S TERMINAL. Where rates are published from or to carrier's terminal, the term "carrier's terminal" refers to the terminal of the carrier which performs the transportation under such rates (unless otherwise provided in rate items or rate applications).
6.      RATE BASIS NUMBERS (RBN) and RATE SCALE NUMBERS (RSN) are synonymous and interchangeable terms.
7.      MIXED SHIPMENTS. The term "mixed shipments" as used in the application of commodity rates or exceptions classes restricted to "mixed shipment" or "mixed shipments" means a single shipment consisting of separately described commodities in separate items of the NMFC. Each individual shipment must consist of such separately described commodities when commodity rates or exceptions classes are restricted to apply only in "mixed shipment" or "mixed shipments".

**ITEM 102**      **DEFINITIONS**

1.      The term "Business Day" or "Business Hours" mean that time during which operations are generally conducted by the carrier where the service is performed. These terms do not include Saturdays, Sundays or Holidays.
2.      The term "Holidays" mean:  
  
 New Years Day   Labor Day   Memorial Day   Good Friday   Independence Day   Thanksgiving Day   @the day after Thanksgiving   @Christmas Eve, Christmas Day  
  
 or any other day generally observed as a holiday by carrier at the point at which the service is performed.

ISSUED DATE	November 12, 2008	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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PYLE 101-A

2<sup>nd</sup> Revised Page 2-02  
 cancels 1st Revised Page 2-02

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 150 APPLICATION OF TARIFF**

The ratings and items provided for herein take precedence over conflicting ratings and rules of the National Motor Freight Classification.

The ratings and items provided for herein take precedence over conflicting ratings and rules of SEFL 1090 (Southeastern Freight Lines, Inc.) when service is performed by A. Duie Pyle, Inc.

**ITEM 150-1 (C) APPLICATION OF TARIFF**

Rates, Rules and other provisions of this tariff or in tariffs governed by this tariff having application on interstate traffic, will also apply on intrastate.

**ITEM 160 APPLICATION OF RATES  
ANY QUANTITY (AQ) RATINGS**

Unless otherwise specifically provided, when a classification or exception rating applies on an articles "any quantity" and no "any quantity" rates, charges or provisions are provided in tariffs subject hereto, the LTL rates, provisions or charges published in tariffs subject here will apply.

ISSUED DATE	April 2, 2001	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.	89		

PYLE 101-A

2<sup>nd</sup> Revised Page 2-03  
 cancels 1st Revised Page 2-03

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 161 APPLICATION OF RATES  
COMMERCIAL ZONES**

Rates on shipments moving between points in a commercial zone, as defined by the Interstate Commerce Commission, are not applicable on traffic having both origin and destination within such zone, except in the absence of other publications, quotations, letters of intent, etc.

**ITEM 163 APPLICATION OF RATES  
ALLOWANCE AND DISCOUNT TARIFFS**

Rates and charges named in this tariff are not to be reduced, unless provided in Tariff PYLE 102 Series, (Tariff or Allowances and Discounts), issued by A. Duie Pyle, Inc.

**ITEM 164 APPLICATION OF RATES  
PRECEDENCE OF DISCOUNTS (NOTE B)**

- A. Unless specifically stated otherwise in items making reference hereto, shipments will be subject to the provisions of no more than one discount, commodity or exception rate item.
- B. When a shipment is subject to a discount at an origin point and discount provisions destination point, the discount for the party responsible for the freight charges will apply. (NOTE A)
- C. When a shipment is subject to a discount at a destination point and not subject to a discount at origin point, the provisions of the discount at the destination point will apply only on collect shipments.

NOTE A: When a shipment carries instructions to bill freight charges to a third party who is neither the consignor nor the consignee, the shipment will be considered prepaid.  
 NOTE B: When the term discount is used in connection with this item it will include discount allowances, commodity rates, exception rates or any other form of reduction, from general class rate levels shown in Tariff PYLE 500 Series.

**ITEM: 165 (C) APPLICATION OF RATES  
ARMED FORCES, MINES, @CORRECTIONAL INSTITUTIONS, NUCLEAR POWER PLANTS**

Shipments tendered to or from any Armed Forces Installations, Correctional Institutions, Mines, and/or Nuclear Power Plants @will be assessed an additional charge of \$39.00 will apply in addition to all other lawful charges.

Provisions formerly shown not brought forward are hereon canceled.

ISSUED DATE	July 22, 1998	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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PYLE 101-A

9<sup>th</sup> Revised Page 2-04  
 cancels 8<sup>th</sup> Revised Page 2-04

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM: 167 (A) ABSOLUTE MINIMUM CHARGE**

When applying a discount to a shipment originating and delivering in the carrier's direct service area the charges shall not fall below the absolute minimum charges shown below. In the event the zip codes differ on the absolute minimum charge, the higher of the two minimum charges will apply.

**Sections 4 and 5**

Absolute Minimum Charge: \$75.00

010	024	057	083	131	143	155	171	183	196	443
011	028	060.1	084	132	144	156	172.1	184.1	197	444.1
013	029	061	085	133.1	145	157	173	185	198	445
014	030	062	086	134.1	146	159	174	186.1	199.1	446.1
015	031	063	088.1	135	147.1	160	175	187	210	447
016	032.1	064	088.2	136.1	148.1	161	176	189	211	448.1
017	033	065	089	137.1	149	162	177.1	190	212	449.1
018	039	066	120	138.1	150	163.1	178	191	219	
019	040	067	121	139	151	164.1	179	192	439.1	
020	041	069	122	140	152	165	180	193	440.1	
021	052	080.1	123	141	153	166	181	194	441	
022	055	081	130	142	154	170.1	182	195	442	

Absolute Minimum Charge: \$85.40

	023	037.1	070	073	076	082.1	184.2	208	217	
	034	038.1	071	074.1	077	168	186.2	209		
	036	068	072	075	079	170.2	207	214		

Absolute Minimum Charge \$96.85

012	042.1	053	080.2	105	110	115	125	164.2	226	434.1
027	043	060.2	082.2	106	111	116	126	199.2	254	435.1
032.2	045	074.2	087	107	112	117	127	215.1	260.1	436
037.2	048	078.1	103.	108	113	118	128	216	261.1	
038.2	049.1	078.2	104	109	114	124	158	218	265.1	

Absolute Minimum Charge \$121.00

025	050	133.2	167	203	223	255	263	432	444.2	454
026	051	134.2	169	204	247	256	264	433	446.2	455
035	054	136.2	172.2	205	248	257	265.2	434.2	448.2	456
042.2	056	137.2	177.2	206	249	258	266	435.2	449.2	457
044	058	138.2	188	215.2	250	259	267	437	450	458
046	059	147.2	200	220	251	260.2	268	438	451	
047	119	148.2	201	221	252	261.2	430	439.2	452	
049.2	129	163.2	202	222	253	262	431	440.2	453	

Absolute Minimum Charge \$156.00

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Section 6

	Absolute Minimum	\$88.50	\$156.00**	** DC and NYC, NY	
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ISSUED DATE:	February 15, 2010
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Abbreviations, reference marks and notes can be found in Section 4.

ISSUED BY:  
 Steve O'Kane, President  
 650 Westtown Rd. - P. O. Box 564  
 West Chester, PA 19381-0564

PYLE 101-A 6<sup>th</sup> Revised Page 2-04A  
cancels 5<sup>th</sup> Revised Page 2-04A

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

<b>ITEM 167-1 (A) <span style="float: right;"><u>Absolute Minimum Charge – Partnership</u></span></b>			
When applying a discount to a shipment originating prepaid or delivering collect in the carrier's direct service area from or to the partner areas the charges shall not fall below the absolute minimum charges shown below			
From/To Canadian Provinces	Charge	From/To the States of	Charge
ON, PQ, NF, NS, NB, PE MB SK, AB, BC, YT, NT, NU	\$131.00 \$156 .00	AL, AR, DC, FL, GA, IL, IN, KS, KY,,LA, MI, MO, MS, NC, OH, OK, SC, TN, TX, VA, WI, WV	\$88.50

**ITEM 290 (C) Cubic Capacity – Minimum Density**

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a minimum charge, based upon a calculated weight and the applicable rate. The calculated weight shall be determined by multiplying the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof. The applicable rate shall be determined from otherwise applicable provisions including but not limited to tariffs, rate scales, rating, discounts, percentage expressions and commodity rates. However, shipments subject to NMFC class (not exception) ratings or multiple rates (of any type) shall be rated at the applicable class 85 rates in lieu of the actual NMFC classification or multiple rates.

1. Method of determining cubic capacity and density charge:

- A. A density minimum charge will apply on a shipment only if it occupies more than 750 cubic feet of a trailer as tendered for shipment and if its density as tendered is less than 6 pounds per cubic foot. Such shipments will be subject to a minimum charge using a proforma weight calculated at 6 pounds per cubic foot. The shipment will be rated at the applicable class 85 using all of the applicable tariffs. Customer's applicable discount will apply. When no discount is available a 35% discount will be applied
- B. A vertical(C) dimension of 85 inches or actual height which ever is greater will be used to calculate cube for units that cannot be top loaded with like freight due to any of the following
  - a) The nature of the article
  - b) Packaging or lack of packaging used
  - c) (N) Pallets are in a "pyramided", "rounded off", or "topped off" fashion, and/or
  - d) Specific instruction by the shipper on the bill-of-lading, on the actual articles as tendered, or by the Consignee to the effect that no other freight is to be on top of the article
- C. A horizontal dimension of eight feet will be used to calculate cube for the units that cannot load sidy by side in the trailer and will not allow loading of other normal skids beside them
- D. Same day multiple shipment pick-ups from the same shipper, having the same consignee, will be considered as one shipment for provisions of Item 290 to apply

The provisions of this item are not applicable in connection with shipments subject to "*Capacity Load*" – Item 390, 101-Series or "*Control and Exclusive Use of Vehicle*" – Item 470, 101-Series provisions

**ITEM 300 ADVANCING CHARGES**

Unless otherwise instructed by shipper or consignee, carrier may advance or pay charges for wharfage, handling, usage, loading or unloading at piers, wharves, dockside terminals or warehouse. Such charges advanced are to be collected with the transportation charges.

The fee for advancing charges shall be 3% of the charge advanced but not less than \$20.00.

Charges specified in this item must be entered on billing in such manner as to accurately describe their exact character.

ISSUED DATE:	February 15, 2010	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Steve O'Kane, President 650 Westtown Rd. – P. O. Box 564 West Chester, PA 19381-0564
EFFECTIVE DATE:	March 1, 2010		
Correction No.	307		

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 345 ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**A. ARRIVAL NOTICE**

The following constitutes an arrival notice by the carrier:

1. Actual tender of delivery at consignee's place.
2. Notice by telephone or mail not later than the next business day following the arrival of the shipment

**B. UNDELIVERED FREIGHT**

Refused or unclaimed shipments will be subject to the follow provisions:

**SECTION 1 CHARGES**

- A. If consignee takes delivery at carrier's terminal, the charge will be 49 cents per cwt subject to minimum charges of \$10.00. (NOTE A)
- B. If consignee requests redelivery original destination then the charges under Item 830 (Redelivery) in this tariff will apply.

**SECTION 2 RETURNED OR REFORWARDING FREIGHT**

- A. When a shipment is refused or unclaimed the carrier will give notice by telephone or in writing to the shipper
- B. Upon instructions of shipper, the shipment will be returned to the shipping point using the lawful tariff rates
- C. If the shipment is to be reconsigned then provisions of Item 820 (Reconsignment/Diversion) of this tariff will apply. (NOTE B)

- Note A: Shipment must be picked up within 2 days of the date of arrival or be subject to Item 910 (Storage) of this tariff
- Note B: If disposition of shipment is given later than 2 days after notification, then Item 910 (Storage) of this tariff will apply in addition to all other charges.
- Note C: When the consignee cannot be located or for any other reason beyond the control of the carrier, a shipment cannot be delivered at the address given in the bill of lading, the shipment will be deemed refused

Issued Date:	December 01, 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd. - P. O. Box 564 West Chester, PA 19381
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Correction No.			

PYLE 101-A

3rd Revised Page 2-06  
cancels 2nd Revised Page 2-06

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 360 (C) BILLS OF LADING**

**A. BILLING - THIRD PARTY**

When a party other than consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of the shipment.

**CONDITIONS OF PAYMENT TERMS (C)**

1. If the third party clearly has a connection with the shipper, shipping terms shall be prepaid regardless of the terms on the bill of lading.
2. If the third party clearly has a connection with the consignee shipping terms shall be collect regardless of the terms on the bill-of-lading.
3. If the third party has no apparent connection with either the shipper or the consignee the following will apply
  - a. Terms Prepaid the bill shall be Prepaid.
  - b. Terms Collect the bill shall be Collect.
  - c. No terms on the bill of lading other than third party the bill shall be Prepaid.
4. If the shipper fails to show the third party information on the bill of lading an additional charge of \$20.00 will be assessed for the new billing in addition to all other applicable charges and will be billed to the party paying for the freight charges.

**B. CORRECTED BILL OF LADING**

1. A corrected bill of lading changing charges from prepaid to collect will not be accepted after the shipment has been delivered.
2. A corrected bill of lading to change charges from prepaid to collect will not be accepted if Section 7 (Non recourse clause) of the corrected bill of lading has been signed by the consignor.

**@C. BILL OF LADING PAYMENT TERMS**

If a bill-of-lading does not show a status on the terms of payment the freight shall move prepaid and the shipper shall be responsible for the freight charges..

**ITEM 370 BLIND OR HIDDEN SHIPMENTS**

When requested the carrier will replace the bill-of-lading tendered at time of pick up by the shipper with another bill-of-lading which may change the shipper's name, routing, and/or billing instructions. A charge of \$30.00 will be applicable in addition to all other lawful charges. The party requesting the change will be responsible for payment

ISSUED DATE	November 16, 2005	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	November 21, 2005		
Correction No.	202		

PYLE 101-A

1<sup>st</sup> Revised Page 2-06A  
 cancels Original Page 2-06A

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

(C) Provisions of Item 290 formerly shown on this page are now found on Page 2-04A

ISSUED DATE:	August 12,2004	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED By: Peter A. Latta, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381-0564
EFFECTIVE DATE:	August 16,2004		
Correction No.	164		

PYLE 101-A 1<sup>st</sup> Revised Page 2-07  
cancels Original Page 2-07

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 390 (C)**

**CAPACITY LOADS**

**SECTION 1 TRUCKLOAD SHIPMENTS**

Except as otherwise provided in tariffs governed hereby, when a TL shipment exceeds the quantity that can be loaded in or on a single vehicle, the following provisions will govern:

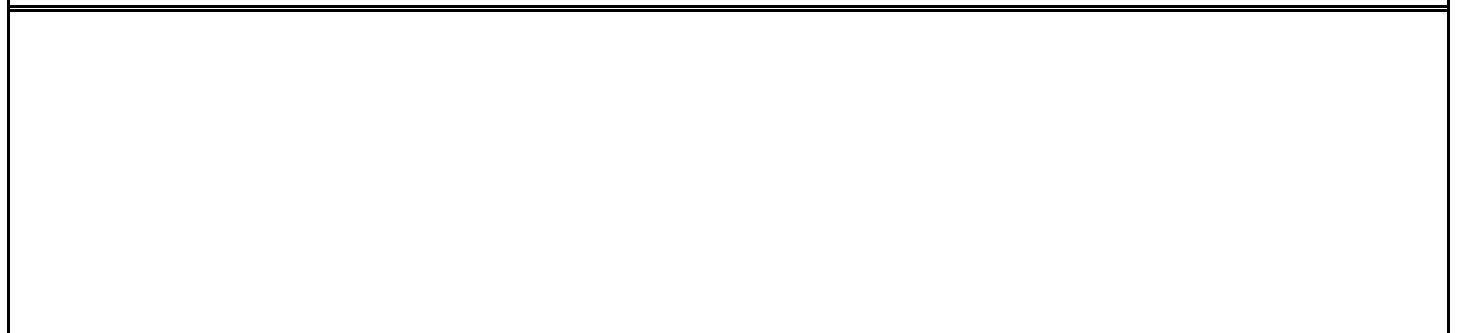
- A. The weight on each fully loaded vehicle will be charged at the actual weight. (Note A)
- B. Not more than one vehicle may be loaded to less than full capacity. The weight on the vehicle loaded to less than full capacity will be charged at the TL rate, subject to a minimum weight of 5,000 pounds, but not in excess of that based on the LTL rate at the actual weight.
- C. The minimum TL weight for each fully loaded vehicle shall be the minimum weight provided for in the governing tariff or classification.
- D. Where different truckload rates subject to different minimum weight on the same traffic are in effect, such rate will apply alternatively, each one subject to its companion minimum weight, and each one subject to this item. The lower or lowest charge under any one of such different rates and its companion minimum weight, applied to the entire shipment, will be assessed.
- E. On mixed shipments the minimum charge for the entire shipment will be based on the rate, and minimum weight for the commodity having the greatest weight in the shipment computed in accordance with paragraph B of Section 1 above.

The provisions of this section will not apply on shipments subject to the provisions of Item 470.

**SECTION 2 CHARGES ON LESS THAN TRUCKLOAD**

- A. When a single LTL or mixed LTL (C) shipment is loaded to the full capacity of a single vehicle or exceeds the capacity of a single vehicle, the freight on each fully loaded vehicle will be charged for at the truckload rate and minimum weight of 20,000 pounds. In the case of mixed LTL rated shipments, the lowest class may be used to make up any deficit weight in the TL minimum weight of 20,000 pounds.
- B. The charge for the excess or overflow from the fully loaded vehicle or vehicles will be computed on the actual weight and applicable LTL rate, but not more than the charge at the TL rate at the minimum truckload weight of 20,000 pounds.

Concluded on the following page.



ISSUED DATE:	August 12, 2004	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd. - P. O. Box 564 West Chester, PA 19381
EFFECTIVE DATE	August 16, 2004		
Correction No.	165		

PYLE 101-A

5th Revised Page 2-08  
 cancels 4th Revised Pate 2-08

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 390 (C)**

**CAPACITY LOADS (Cont'd)**

**SECTION 3 CONDITIONS AND DEFINITIONS**

1. The term "fully loaded," "full capacity," and "loaded to capacity" as used herein are synonymous, each term meaning that quantity of freight which in the manner loaded, so fills a vehicle that no additional articles of the shipping form tendered, identical in size to the largest article in the shipment, can be loaded in or on the vehicles, or when the palletization, packaging or segregation requirements result in 75% or more of the vehicle's linear floor space being occupied. Loading shall in no case exceed the maximum weight that may be lawfully transported in the vehicle from origin to destination.
2. The carrier shall endeavor to furnish the largest available vehicle(s). The shipper shall have the right to refuse the vehicle(s) offered, but once the loading has begun, the provisions of this item will apply.
3. On shipments in trailers received from or delivered to water carriers or air carriers, each trailer will be considered as fully loaded to capacity and the weight on each trailer, regardless of size, will be charged for at actual weight but not less than the truckload minimum weight of 20,000 pounds. Two trailers each 20 feet or less in length coupled together, will be considered as one trailer for the purpose of this paragraph.
4. When a shipment requires a vehicle equipped with mechanical refrigeration, capacity thereof shall be 1,800 or more cubic feet.

Note A: Section 4 rates with no discounting will be applicable on those shipments using Pyle 500 Series rates as the basis.

Note B: No discounting or allowances will applicable on those shipments using other than Pyle 500 Series rates as the basis.

@Note C: Same day multiple shipment pick-ups from the same shipper and shipping location having the same consignee will be considered as 1 shipment

**ITEM 407**

**CLAIMS - LOSS AND DAMAGE - DISPUTED CLAIMS**

In handling loss and damage claims, any claim disputed by either carrier or claimant will be submitted to the Transportation Arbitration Board, National Motor Freight Council, 1616 P. St., NW, Washington DC 20036 for disposition.

**ITEM 407-1**

**CLAIMS, CONCEALED LOSS OR DAMAGE**

1. Concealed loss or damage claims must be filed with carrier within fifteen (15) days after delivery.
2. No claims will be allowed unless carrier has been given the opportunity to inspect the freight in the original container.
3. All claims must be presented in writing in strict accordance with claim procedures.
4. No deduction from freight charges due this carrier will be allowed in payment of any claim.

**TEM 407-2**

**CLAIMS, LABOR RATE**

When the carrier is charged by the claimant for labor charges in no case shall the labor rate be more than \$50.00 per hour

**ITEM 420**

**CLASSIFICATION OF ARTICLES**  
**GENERAL COMMODITY DESCRIPTIONS**

Except where the exception rating description is specifically restricted to particular packing requirements, subs or other qualifications, exception rating referring to NMFC items apply on the articles named in the exception rating item subject to the complete packing requirements and other qualifications applicable under the NMFC item referred to, including:

1. Any generic heading, caption and notes applicable thereto, that govern such NMFC Item.
2. The application of all subs immediately following such NMFC Item.
3. All notes applicable to such NMFC Item and Sub.
4. All packaging permitted (specifically or by alternate container rules) under such NMFC Item and Sub.

ISSUED DATE:	November 10, 2006	Abbreviations, reference marks and notes can be found in Section 4	Issued By: Stephen O'Kane, President 650 Westtown Rd, - P. O. Box 564 West Chester, PA 19381-0564
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4th Revised Page 2-09  
cancels 3rd Revised Page 2-09

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 430(C)**

**COD (Collect on Delivery) SHIPMENTS**

Collect on delivery (COD) service will be accepted subject to the following provisions.

Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SEC 1. Shipments must be tendered on "Uniform Straight", "Straight Bill-of-Lading – Short Form" or "Straight" bill-of-lading forms as shown in the NMFC. The letters "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of consignee; OR "COD" in red letters at least 1 inch in height with thickness stroke of 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. On Straight Bills of Lading - Short Form there must be shown in the space provided for this purpose or in the lower left hand corner or space provided for description of articles, special marks and exceptions, the following information:

Collect on Delivery, \$ \_\_\_\_\_ and remit to:  
 \_\_\_\_\_ Street  
 \_\_\_\_\_ City  
 \_\_\_\_\_ State \_\_\_\_\_ Zip  
 COD Charge to be paid by:  
 Shipper                       Consignee

SEC 2. Each package must be plainly marked labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee in accordance with Item 580 of the NMFC 100-Series classification.

SEC 3. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.

SEC 4. COD 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.

SEC 5. COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SEC 6. The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.

SEC 7. Only the following forms of payment will be accepted in payment of COD amounts: (1) cash, up to a maximum of \$250.00. See Note; (2) bank cashier's check; or (3) personal check of the consignee or other negotiable instruments when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks shall be made payable to the consignor. The carrier will accept checks only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and other negotiable instruments of payment to consignor. All checks and other negotiable instruments of payment are accepted at shipper's sole risk; including, but not limited to, the risk of non-payment, fraud and forgery; and A. Duie Pyle, Inc. shall not be liable upon any such instrument.

Note: Limit on amount of cash that will be accepted does not apply when COD shipments are picked up by consignee, or his agent at carrier's terminal.

SEC 8. @  
 A. COD shipments requiring next day delivery will be accepted only when the payment terms for the COD reads "Customer Check Acceptable".  
 B. If carrier inadvertently accepts a COD shipment requiring next day delivery with payment terms other than those in payment terms in paragraph A will revert to "Customer Check Acceptable" in lieu of terms of the bill-of-lading.

SEC 9. Any charge as provided for in carrier ' s tariffs for collecting and remitting the amount of bills for COD 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 the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks and other negotiable instruments of payment made payable to the consignor.

SEC 10. Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor promptly and within fifteen (15) days after delivery of the COD shipment to the consignee.

SEC 11. Charges for collection of COD's are as follows: 4.5% of COD. Amount subject to a minimum charge of \$45.00.

ISSUED DATE	December 1, 2003	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 2004		
Correction No.	133		

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cancels 3rd Revised Page 2-10

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 430 (C) COD (Collect on Delivery) SHIPMENTS (cont'd)**

**SEC 12.** Carrier will upon written request from the consignor, change the status of a COD shipment. The request must be received by the carrier in time to accomplish the change requested prior to effective delivery of the shipment. A charge of \$37.00 will be assessed in addition to all other charges. Charges would then have to be prepaid or guaranteed by the shipper. Every effort will be made on the part of the carrier to insure that the changes are made; however, the carrier does not obligate itself to perform such change.

**SEC 13.** Carrier will upon written authorization from consignor, change the form of payment of COD amount to accept consignee's personal check when such form of payment was not originally authorized. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will be assessed the applicable redelivery charge as provided in Item 830 of this tariff. Consignor must guarantee payment of redelivery charges.

**SEC 14** @ The carrier shall not be liable for the collection of the COD amount whenever either of the following conditions apply:  
 A. When the shipper fails to mark the Bill-of-Lading, Shipping Order and Packages in compliance with Sections 1 and 2 of this item; or.  
 B. When the carrier inadvertently fails to collect the proper form of COD or COD amount and the shipper files no written claim with the carrier, for same, within 30 days of the shipment's delivery.

**SEC 15** @ The carrier will forward COD amounts collected by US Mail. The carrier is not responsible for items lost in the US Mail.

**SEC 16** CANCELLATION OF COD

Carrier will accept only written instructions from the shipper to return the shipment or to change the bill-of-lading provisions on collect on delivery (COD) shipments subject to the provisions of NMFC Item 430 by increasing, reducing or canceling the COD amount.

A. A charge of \$ 37.00 per shipment will be assessed in addition to other lawful charges.  
 B. All charges accrued under this item must be prepaid or guaranteed to the satisfaction of the carrier.  
 C. Carrier does not obligate itself to accept the changes provided herein but upon request a reasonable effort will be made to do so, subject to the provisions herein.

Note A: In the event carrier fails to collect COD amount from the consignee, carrier's maximum liability for said COD amount shall be the (C) invoice value of the freight but not greater than \$5,000.00  
 Note B: Consignor shall have no recourse on carrier if a period of thirty days elapses from time of delivery to notification to the carrier of an uncollected COD amount.  
 (C)Note C To avoid additional charges COD shipments greater then \$249.00 will be held 1 day for the purpose of the carrier notifying consignee of the total monies due.:

**ITEM 460 CONSOLIDATION OF LTL SHIPMENTS**

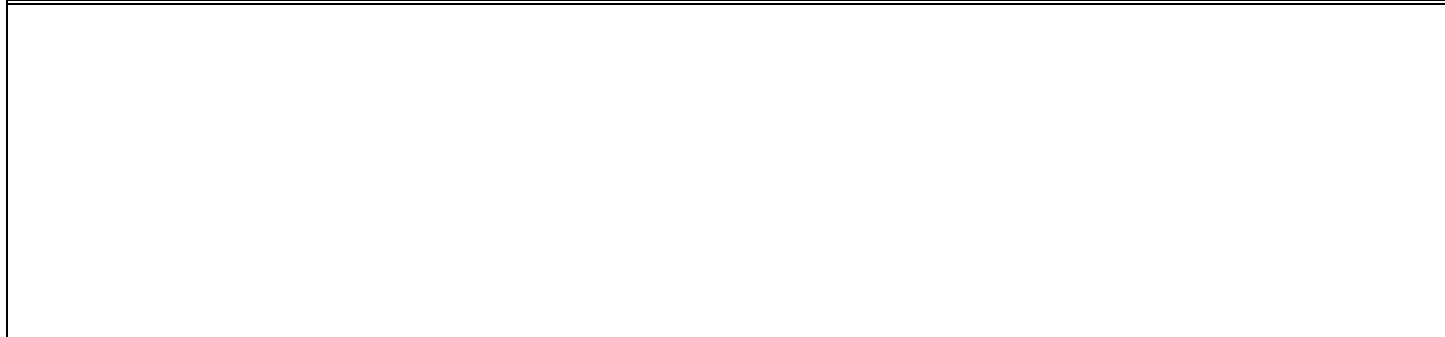
Upon instructions from consignee or owner, LTL shipments delivered to carrier's terminal destined to a single destination will be consolidated and forwarded under the following conditions and charges.

- SECTION 1 CONDITIONS**
- A. Consolidation is for the purpose of computing freight charges and does not affect the carrier's responsibility under individual bills-of-lading for shipments included in the consolidation.
  - B. Carrier is to be notified in advance, and the shipment fully described or identified.
  - C. Shipments must be delivered on one day, and each shipment must be tendered on a separate bill-of-lading and shipping order.
  - D. Shipments weighing less than ten pounds each will individually be billed at ten pounds.

**SECTION 2 CHARGES**

Freight charges will be assessed at the actual class but not less than class 100 rate applicable on the total weight of such consolidated shipments, subject to a minimum charge of \$60.00.

**NOTE A:** In apply the provisions only the ratings in NMFC or exceptions thereto in this tariff will be sued to determine the rate or rates to be applied.



<b>ISSUED DATE</b>	November 16, 2005	Abbreviations, reference marks and notes can be found in Section 4.	<b>ISSUED BY:</b> Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
<b>EFFECTIVE DATE</b>	November 21, 2005		
<b>Correction No.</b>	200		

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1st Revised Page 2-11  
cancels Original Page 2-11

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 460-1 (C) CONSOLIDATION OF SHIPMENTS**

Upon instructions from shipper, consignee, or other owner, carrier will consolidate freight at a terminal into truckload shipments and forward under truckload rates as provided in tariffs published by A. Duje Pyle, Inc., subject to the following conditions and charges:

**SECTION 1                      CONDITIONS**

1. Applies only to freight delivered to carrier's terminal on receipt forms plainly marked, "FOR CONSOLIDATION INTO A TRUCKLOAD SHIPMENT CONSIGNED TO (name of consignee, address, and destination)."
2. Arrangements must be made in advance with carrier. Carrier will issue one bill-of-lading for each consolidated truckload to the named shipper. Receipts given on individual lots at time of delivery to the terminal will be on receipt forms (not bill-of-lading forms).
3. Freight intended for consolidation must be delivered to carrier's terminal on a single calendar day.
4. Provisions do not apply on the following:
  - A. Freight that falls under the provisions of Items 560 or 750 of this tariff.
  - B. Articles classed as "DANGEROUS" under the provisions of Hazardous Materials Tariff ICC ATA 111 Series, issued by American Trucking Associations, Inc., Agent.
  - C. Articles requiring refrigeration.

**SECTION 2                      CHARGES**

1. Assess 157 cents per 100 pounds subject to a minimum charge of \$7.51 for each lot of freight for which receipt is issued and a maximum charge of \$78.00(A) for each truckload of freight consolidated.
2. The above charges of this item must be prepaid or guaranteed by person requesting the consolidation, and are in addition to all other lawful charges.

**ITEM 465@                                      CONTRACT TERMINATION**

When the carrier enters into a written agreement (contract), that agreement shall remain in full force pursuant to it's terms provided however that either party shall have the right to terminate the contract for any reason and at any time by the giving of notice in writing to the other party at least 30 days prior to the date of termination.

ISSUED DATE	February 17, 1999	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	February 22, 1999		
Correction No.	54		

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cancels Original Page 2-12

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 470 CONTROL AND EXCLUSIVE USE OF VEHICLES**

When upon request a shipment is accorded one or more of the special or expedited services specified in Section 1 of this item, in addition to the normal service of the carrier, the charges and conditions set forth in Section 2 below will apply:

**SECTION 1                      SPECIAL EXPEDITED SERVICE**

- d
1. Shipment is picked up and transportation commences at hours requested.
  2. Shipment is expedited in an attempt to meet such delivery schedule as may be requested.

**SECTION 2                      CHARGES AND CONDITIONS**

Charges are as follows:

Rate Basis Number	Charged at 10M# Rate Class 100 on	Or
54 or Lower 56 thru 62 63 or higher	10,000 #'s 12,000 #'s 14,000 #'s	Truckload rate at actual class whichever results in a higher charge.

1. When a shipment is tendered under this item, the request must be given in writing, attached and referred to or inserted on the bill-of-lading and shipping order.
2. Only one (1) freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second bill-of-lading.
3. Charges for pickup or delivery on Saturdays, Sundays or holidays published in this tariff will apply in addition to the above charges.
4. When shipments are transported under the provisions of this item, the provisions of Item 900 (Stopoffs) will not apply.

**ITEM 475 Courier Service**

When requested the carrier will have a driver stop at a location other than the shipping location for the purpose of picking up documentation for the shipment. A charge of \$55.00 will be applicable in addition to all other lawful charges. The party requesting the service must guarantee payment of this charge.

Rules formerly on this page are carried over onto page 12A.

ISSUED DATE	June 6, 2002	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	June 10, 2002		
Correction No.	107		

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Original Page 2-12A

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 485(N) DEDUCTIONS FROM FREIGHT CHARGES**

The deduction of loss and/or damage claims from freight charges is unlawful and is prohibited.

**ITEM 499(N) DELAY OF DRIVER CHARGE**

When through no fault of the carrier, a driver is delayed or is sorting freight beyond the free times listed below a charge of \$24.00 per half hour subject to a Minimum Charge of \$48.00 will be assessed in addition to all other lawful charges.

On freight which equals less than a fully loaded trailer the free time will be 90 minutes.

On freight which equals a full trailer the free time will be 120 minutes.

Applicable on freight originating at or destined to Osram facilities.

Provisions carried over from previous page.

ISSUED DATE	June 6, 2002	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	June 10, 2002		
Correction No.	106		

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 500 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.

**SECTION 1                    GENERAL PROVISIONS**

- A. This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates, which includes shipments rated at a minimum weight of 10,000 pounds, or shipments that fall under Item 390 (Capacity Load) of this tariff.
- B. The detention charges will be assessed against the consignor in the case of loading and against the consignee in the case of unloading. If the detention charges are attributable to others not party to the bill of lading, then the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A).
- C. When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether the power unit is actually detained.
- D. Nothing in this item shall require the carrier to pickup or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at ours other than its normal business hours.

NOTE A:                    At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

**SECTION 2                    DEFINITIONS**

The following general definitions will apply when the below terms are used in this item:

- VEHICLE:                Straight trucks or tractor-trailer combinations.
- LOADING:               Includes furnishing carrier with the bill of lading, forwarding directions or other documents necessary for forwarding the shipment.
- UNLOADING:           includes:
  - 1. Surrender of the bill of lading to the carrier on shipments billed "To Order."
  - 2. Payment of lawful charges to the carrier when required prior to the delivery of the equipment.
  - 3. Notification to the carrier that vehicle is unloaded, including signing of the delivery receipt.
- PREMISES:             The entire property at or near the physical facilities of consignor, consignee, or other designated carrier.
- SITE:                    Specific location at or on the premises of consignor, consignee, or other designated party.
- NORMAL  
NONWORKING  
PERIODS:               Meals, coffee breaks, lunch breaks.
- PALLET:                 Pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

Continued on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY:
EFFECTIVE DATE	January 1, 1995		Peter A. Latta, President
Correction No.			650 Westtown Rd – P O Box 564 West Chester, PA 19381

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Original Page 2-14

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM 500 DETENTION: VEHICLES WITH POWER UNITS (Cont'd)

SECTION 3 COMMENCEMENT OF TIME

A. Commencement and Termination

1. The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative may enter the time of arrival onto carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.
2. Time shall end upon completion of loading or unloading except as provided for in paragraph "C" of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

B. Prearranged Scheduling

1. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading during the carrier's normal business hours. Request for prearranged scheduling may be oral or in writing.
2. If carriers is unable to maintain the appointment time, the parties shall have the option to reschedule the appointment. In the event that such an agreement can not be reached, then detention time shall be computed from the time loading or unloading begins. If carrier arrives early then detention time shall be computed from the time the unloading or loading begins, but not later than the original appointment time.
3. Scheduling time for the unloading of the vehicles should be prior to the time storage charges would begin to accrue, otherwise storage charges will be assessed as provided in the applicable tariff.

C. Conditions Governing the Computation of Time

1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.
2. When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee or other party designated by them shall have the option:
  - a) To request that the vehicle without power remain at its premises subject to the provisions of Section 4(d); or
  - b) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.
3. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

Concluded on the following page.

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ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

PYLE 101-A

Original Page 2-15

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 500 DETENTION: VEHICLES WITH POWER UNITS (Cont'd)**

**SECTION 4 FREE TIME**

A. Free time shall be computed as follows:

Actual Weight in pounds per vehicle stop	Free Time Van	Free Time Palletized; Flat Bed; Open Top
Less than 10,000#'s	120 minutes	60 minutes
Over 10,000#'s	180 minutes	90 minutes

Note A: Also applies to the last vehicle used in transporting overflow truckload shipments or for truckload shipments stopped for completion of loading or partial unloading.

Note B: If 90 percent of the shipment weight is loaded on pallets, shipment is considered Palletized for purposes of this item.

Note C: The combined weight of truckload with overflow will be used for the purposes of this item.

Note D: Maximum free time for loads on container boxes shall be 60 minutes at the pick up or return of the container.

B. Changing Vehicle with power to Vehicle without power.

If requested the following will be used in determining the detention times.

1. If the change is requested before the expiration of free time for a vehicle with power, free time will cease immediately and detention charges for vehicles without power will commence with no further free time allowed.
2. If the change is requested after the expiration of free time for vehicles with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. The vehicle will then be charged detention for vehicles without power with no further free time allotted.

C. When a vehicle is unloaded and then reloaded, each transaction will be treated independently of the other, except free time for unloading will not begin until free time for unloading has expired.

D. Loading or unloading at more than one site at or on the premises of consignor or consignee shall constitute one vehicle stop.

**SECTION 5 CHARGES**

Chargeable time is as follows: \$48.00 for first hour or fraction then \$30.00 each additional 30 minutes of fraction.

**SECTION 6 RECORDS**

A written record will be maintained by the carrier on all truckload shipments containing all pertinent information relating to the charges.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
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PYLE 101-A

Original Page 2-16

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 501 DETENTION: VEHICLES WITHOUT POWER UNITS**

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.

**SECTION 1 GENERAL PROVISIONS**

- A. Loading or unloading will be performed by consignor, consignee, or other party designated by them.
- B. When carrier's employee assists in the loading, unloading or checking freight, the detention provisions in Item 500 will apply.
- C. Spotting an empty trailer:
  - 1. Bill-of-lading(s) must show "Shipper Load and Count"
  - 2. Carrier responsibility for safeguarding shipments on trailer will begin when possession of trailer is taken by carrier.
  - 3. Detention charges will be assessed against the consignor.
- D. Spotting a loaded trailer
  - 1. Carrier responsibility for safeguarding shipments will cease when trailer is spotted at or on the site designated by the consignee.
  - 2. Detention charges will be assessed against the consignee.
- E. Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours.

**SECTION 2 DEFINITIONS**

The following general definitions will apply when the below terms are used in this item:

**AUTHORIZED PARTY:** Consignor (loading), Consignee (unloading) or party designated by consignor (loading), consignee (unloading).

**VEHICLE:** Mobile units with or without wheels used to transport property.

**LOADING:** Includes furnishing carrier with the bill of lading, forwarding directions or other documents necessary for forwarding the shipment.

**UNLOADING:** includes:

- 1. Surrender of the bill of lading to the carrier on shipments billed "To Order."
- 2. Payment of charges to the carrier when required prior to the delivery of the equipment.
- 3. Notification to carrier that vehicle is unloaded, and ready for forwarding, including signing of the delivery receipt.

**PREMISES:** The entire property at or near the physical facilities of consignor, consignee, or other designated carrier.

**SITE:** Specific location at or on the premises of consignor, consignee, or other designated party.

**NORMAL NONWORKING**

**PERIODS:** Meals, coffee breaks, lunch breaks.

**SPOTTING:** Placing of trailer at a specific site, detaching the trailer, leaving it in full possession of the authorized party.

Continued on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY:
EFFECTIVE DATE	January 1, 1995		Peter A. Latta, President
Correction No.			650 Westtown Rd – P O Box 564 West Chester, PA 19381

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 501 DETENTION: VEHICLES WITHOUT POWER UNITS (Cont'd)**

**SECTION 3 COMPUTATION OF FREE TIME**

**A. COMMENCEMENT OF SPOTTING AND FREE TIME**

1. Twenty-four (24) hours of free time for loading or unloading commencing at the time of the placement of the trailer at the site designated by the party requesting the service.
2. Free time shall not begin on a Saturday, Sunday or holiday. (NOTE B)
3. When a trailer is unloaded and then reloaded each transaction will be treated independently of the other.

**B. TERMINATION OF SPOTTING AND NOTIFICATION**

1. Authorized party shall notify carrier when loading or unloading has been completed and the trailer is available for pickup.
2. When a spotted trailer is changed to vehicle with power at the request of the authorized party, free time and detention charges will be computed on the basis of a spotted trailer up to the time change was requested. Item 500 will then apply.

**C. PREARRANGED SCHEDULING**

1. Upon reasonable request of the authorized party, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading during the carrier's normal business hours. Request for prearranged scheduling may be oral or in writing.
2. If carriers is unable to maintain the appointment time, the parties shall have the option to reschedule the appointment. In the event that such an agreement can not be reached, then detention time shall be computed from the time loading or unloading begins. If carrier arrives early then detention time shall be computed from the time the unloading or loading begins, but not later than the original appointment time.
3. Scheduling time for the unloading of the vehicles should be prior to the time storage charges would begin to accrue, otherwise storage charges will be assessed as provided in the applicable tariff.

Concluded on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.			

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THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 501 DETENTION: VEHICLES WITHOUT POWER UNITS (Cont'd)**

**SECTION 4                      CHARGES**

**A. GENERAL DETENTION CHARGES**

After the expiration of free time as provided in Section 3 of this item, the following charges will be assessed:

Description	Charge
1st and 2nd 24 hour period or fractions (excluding Saturday, Sunday or holiday)	\$ 25.00
3 <sup>rd</sup> and 4th 24 hour period or fraction (excluding Saturday, Sunday or holiday)	\$ 35.00
5 <sup>th</sup> and each succeeding 24 hour period or fraction (including Saturdays, Sundays, or holidays)	\$ 50.00 (Note B)

**B. DELAY IN TRAILER PICKUP CHARGE**

No additional charges will be made for picking up trailers spotted under this item when pickup can be performed within 30 minutes after arrival of driver and power unit. When a delay of more than 30 minutes is incurred detention charges Item 500 will take effect.

**C. STRIKE INTERFERENCE CHARGE**

When because of a strike by its employees, it is impossible for the authorized party to make available for movement by carrier a trailer detained on their premises, a detention charge of \$25.00 per day or fraction thereof, per trailer will be assessed after free time has expired. Saturdays, Sundays and holidays will be included after the fourth day of charges.

**SECTION 5                      RECORDS**

A written record of the following information must be maintained by the carrier on all truckload shipments, and such records must be kept available at all times:

- A. Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded.
- B. Identification of spotted trailer.
- C. Date and time of arrival of the trailer for spotting.
- D. Date and time of notification that the spotted trailer is ready for pickup was received by carrier.
- E. Date and time of arrival and departure of power unit for pickup.
- F. Duration of any strike induced delay on the premises of the authorized party which resulted in carrier's inability to obtain the release of any trailer and any actions taken to hasten release.
- G. Whether trailers are spotted under a prearranged schedule.
- H. When trailers are spotted under a prearranged schedule, the date and time specified therefore.

NOTE A:            On shipments of phone directories 120 hours free time will be allowed.  
                       On shipments of printed matter from Baltimore, MD 120 hours free time will be allowed.  
 NOTE B:            On shipments of phone directories charge will apply on all days after free time.  
                       On shipments of printed matter from Baltimore, MD charge will apply on all days after free time.

ISSUED DATE	December 1 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 503 DETENTION: LTL OR AQ SHIPMENTS**

This item applies on LTL or AQ shipments when carrier's vehicle is delayed or detained at premises of the authorized party.

**SECTION 1 - GENERAL PROVISIONS**

- A. Except as otherwise specifically provided, when the loading or unloading of freight is delayed and such delay is attributable to the authorized party beyond the free time allowed in Section 3, computed in accordance with Section 2, charges in Section 4 will be assessed; however, if such delay is attributable to others who are not party to the bill of lading contract, the charges in Section 4 will be assessed against the shipment.
- B. When Section 7 of the bill of lading is executed, carrier will not deliver the shipment to consignee unless detention charges, if accrued, are guaranteed.
- C. If multiple shipments are either picked up or delivered at the same location and aggregate a total of 10,000 pounds or greater, then the provisions of Item 500 in this tariff are applicable.

**SECTION 2 - COMPUTATION OF TIME**

- A. The time consumed will be computed from the time of arrival until the time of departure of the vehicle on the premises of the authorized party or as close thereto as conditions on such premises will permit. The time shall begin to run upon notification by the driver to the responsible representative that the vehicle is available for loading or unloading. If the authorized party refuses to sign the carrier's record, the time specified by the driver will be binding. Computation of time under this item begins and ends with the business hours of the authorized party. When loading or unloading is not completed at the end of a business day, the computation of the time will be resumed at the beginning of the next business day.
- B. In case of multiple shipments, the time will be computed on the aggregate weight of the shipments. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment.

**SECTION 3 - FREE TIME**

Description	Time
First 1,750 pounds or less	30 Minutes
Each additional 1,750 or fraction thereof	15 Minutes
Multiple shipments      Additional per shipment but not greater than	5 Minutes 60 Minutes

Concluded on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
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THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 503 DETENTION: LTL OR AQ SHIPMENTS (Cont'd)**

SECTION 4 – Charges

When loading or unloading of freight is delayed beyond free time, the charge will be \$20.00 for each 15 minutes or fraction thereof per vehicle.

SECTION 5 - Pickup or Delivery Provisions

The provisions of this item do not change or prevent the application of other items in this or other tariffs lawfully on file with the Interstate Commerce Commission or The PA Public Utility Commission covering pickup or delivery of freight. Nothing in this item shall require carrier to pickup or deliver freight at hours other than carrier's normal business hours.

- NOTE A: If shipment is refused when offered for delivery Item 345 will apply.
- NOTE B: "Vehicles" used in this item means straight trucks or tractor-trailer combinations except that this item will not apply to trailers without power units left by carrier at place of authorized party.
- NOTE C: "Authorized Party" used in this item refers to the shipper when picking up freight, the consignee when delivering freight, or other party designated by them.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.			

PYLE 101-A

1<sup>st</sup> Revised Page 2-21  
 cancels Original Page 2-21

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 510 (A) DISTRIBUTION FREIGHT**

When the carrier effects delivery of distribution or warehouse freight by tendering it to a third party's consolidation point, the charge will be as follows:

(Rates apply in cents per 100 pounds, except as noted)							
MILES	L5C	M5C	M1M	M2M	M5M	10M	MINIMUM CHARGE
Up to 100	969	778	496	393	304	219	\$ 47.00
Over 100	1008	786	517	416	313	230	\$ 52.00

NOTE: The charge is based on the total aggregate weight by consignor of shipments tendered.

**ITEM 515 DOCK HANDLING CHARGES FOR TRANSSHIPMENTS**

Shipments delivered to the carrier's dock that are to be tendered to other carriers (transshipments) shall be assessed the following handling charges.

Service Performed:	CHARGE
Bill of lading preparation charge	\$ 2.50 per order
Carrier to provide pallets	\$ 5.00 per pallet
Palletized freight	\$ 0.25 per cwt subject to a Minimum Charge of \$8.00.
Not unitized freight (See Note)	\$15.50 per man per 30 minutes subject to a minimum charge of \$31.00 per trailer.
Consignee picks up freight at carrier's facility	\$ 38.00 per shipment

Note: Shipments are considered not unitized if they require sorting and segregating, picking and packing, labeling, palletization, shrink wrapping and/or other personalized services at the shipper's request or as a result of a shifting load or damage during line haul transit.

ISSUED DATE	December 1, 1997	Abbreviations reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1998		
Correction No.	35		

PYLE 101-A

7th Revised Page 2-22  
 cancels 6<sup>th</sup> Revised Page 2-22

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 520** **SPECIALIZED EQUIPMENT**

The following charges will be applicable when carrier is required or requested to provide specialized equipment.

EQUIPMENT	CWT	MINIMUM	MAXIMUM	FLAT	EXCEPTIONS
Boom Crane	N/A	N/A	N/A	225.00	
Boom Crane with Flat Bed	N/A	N/A	N/A	385.00	On Shipments weighing 20,000 pounds or full trailer loads apply Boom charge only.
Flat Bed	N/A	N/A	N/A	160.00	Waived on shipments weighing 20,000 pounds or full trailer load.
Hydraulic Liftgate (C)	.55	55.00	160.00	N/A	
Self Unloader	N/A	N/A	N/A	225.00	
Straight Truck	N/A	N/A	N/A	55.00	

The charge for the service(s) shall be paid by the party for whom the service is performed or guaranteed by the shipper, are in addition to any other lawful charges. The carrier is not obligated to perform such service when equipment is not available. Services will be performed only at such locations as are safe and accessible to the vehicle.

**ITEM 550** **EXEMPT COMMODITIES – NMFC 100 SERIES**

Any LTL shipment tendered to the Carrier and described in the National Motor Freight Classification tariff as an exempt commodity shall be classified based upon the following density scale in pounds per cubic foot:

Greater than	But less than	Class	Greater than	But less than	Class	Greater than	But less than	Class
1 pcf	1 pcf	400	4 pcf	6 pcf	150	10 pcf	12 pcf	92.5
2 pcf	2 pcf	300	6 pcf	8 pcf	125	12 pcf	15 pcf	85
	4 pcf	250	8 pcf	10 pcf	100	15 pcf		70

**ITEM 555(N)** **EXPORT, IMPORT, COASTWISE OR INTERCOASTAL FREIGHT**

- A. Rates on export and import traffic published in tariffs subject hereto will apply on traffic to or from Hawaii or Puerto Rico.
- B. Rates on intercoastal traffic published in tariffs subject hereto will apply on traffic to or from Alaska
- C. Rates, either class or commodity, specifically designated as applicable only to export, import, coastwise or intercoastal shipment(s) must be applied on such shipments to the exclusion of all other rates not so designated.

D. On shipments consigned to piers or wharves or to brokers, when dock receipts and other necessary documents are not furnished by the consignor at the time of shipment or are not lodged at the pier prior to arrival of the shipment at carrier's destination terminal and must be obtained from the steamship company or broker, a charge of \$19.15 per shipment will be assessed in addition to all other lawfully applicable rates and charges.

ISSUED DATE	December 21, 2006	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 01, 2007		
Correction No.	244		

PYLE 101-A

2nd Revised Page 2-23  
 cancels 1<sup>st</sup> Revised Page 2-23

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 560 EXTRA LABOR (C)**

When requested by the consignor or consignee, extra labor will be furnished by carrier for loading or unloading subject to the following charges.

	Hourly Charge per Man	Minimum Charge
Weekday other than Holiday	(A) \$ 87.00	(A) \$348.00
Saturday/Sunday/Holiday	(A) \$ 97.00	(A) \$776.00

1. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.
2. Charges will be in addition to all other charges and will be assessed against the consignor if the extra labor issued for loading and against the consignee if the extra labor is used for unloading.
3. Extra labor will not be furnished unless requested by consignor or consignee.
4. Carriers records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
  - A. Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.
  - B. Identification of vehicle tendered.
  - C. Number of extra men used and the number of days each such man was used.
5. The provisions of this item does not obligate carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.
6. Charges for extra labor for unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.
7. "Consignor" as used in this item means the party from whom the carrier received the shipment or any part thereof, at the point of origin or any stopoff point, whether he be the original consignor, warehouseman, connecting air, motor, rail or water carrier which carrier does not maintain joint through rates, or other person to whom the bill of lading was issued.
8. "Consignee" as used in this item means the party to whom carrier is required by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stopoff point, whether he be the ultimate consignee, warehouseman, connecting air, motor, rail or water carrier with whom carrier does not maintain joint through rates, or other person designated in the bill of lading.

ISSUED DATE	March 30, 2006	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	April 03, 2006		
Correction No.	221		

PYLE 101-A

10th Revised Page 2-23A  
 cancels 9th Revised Page 2-23A

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

ITEM 563 (C)

**EMERGENCY FUEL SURCHARGE**

When the New England Regional Fuel averaged price for fuel as reported by the United States Department of Energy’s Weekly Fuel Index is greater than \$1.15 per gallon the following surcharge will be applied to all charges that are directly related to the use of fuel.

When the DOE New England fuel index average is:		
At least	But less than	Fuel Surcharge will be:
115	120	1.50%
120	125	2.00%
125	130	2.50%
130	135	3.00%
135	140	3.50%
140	145	4.00%
145	150	4.50%
150	155	5.00%
155	160	5.50%
160	165	6.00%
165	170	6.50%
170	175	7.00%
175	180	7.50%
180	185	8.00%
185	190	8.50%
190	195	9.00%
195	200	9.50%

- Note A: In applying the increase provided herein, first determine the total net charge, and then apply the increase authorized by this Item as a separate charge.
- Note B: Fractions of less than one half cent or one half dollars will be dropped; fractions of one half cent or one half dollar or more will be increased to the next whole cent.
- Note C: The charge will be applied against the following services that consume fuel, including pickup or delivery service; reconsignment or diversion; redelivery; vehicles furnished but not used; and/or any other service not specifically named which consumes fuel.
- Note D: Surcharge percentage is adjusted weekly, with the new adjustment taking effect on Tuesday morning of the week of the change.
- Note E: When the DOE New England Regional Fuel average exceeds \$2.00 the fuel surcharge percentage will increase 0.5% in (R)\$0.05 increments.

ISSUED DATE	March 28, 2007	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	April 2, 2007		
Correction No.	253		

PYLE 101-A

3rd Revised Page 2-24  
 cancels 2nd Revised Page 2-24

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 566 (C) HANDLING FREIGHT NOT ADJACENT TO VEHICLE  
(INSIDE DELIVERY)**

When requested by consignor or consignee, and carriers operating conditions permit, carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pickup/Delivery) in this tariff.

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier.

Charges are as follows:

Service	Ground Level	Other than Ground Level
Loose freight	4.50 cwt	4.95 cwt
Freight delivered as a palletized unit (NOTE A)	1.50 cwt	1.72 cwt
Minimum Charge per shipment (or per vehicle if more than one)	30.00	30.00
Maximum Charge per shipment (or per vehicle if more than one)	250.00	250.00

When shipments are accorded spit pickup, (N) split delivery or stopped in transit for partial loading or unloading, the minimum or maximum charges will apply to each stop separately wherever the services is performed.

- Note A: With the assistance of a manual jack. "Manual jack" must be noted on the bill of lading.
- Note B: These charges are in addition to all other lawful charges, and will be collected from the party requesting the service.
- Note C: If required to pick up or deliver to other than ground floor and no escalator or elevator is available carrier may, at their option, perform the inside delivery. Charges for this service will be an hourly charge of \$87.50 per hour with a 1 hour minimum. Charges for this service will be collected from the party requesting the service.

ISSUED DATE:	October 29, 2008	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381-0564
EFFECTIVE DATE:	November 1, 2008		
Correction No.	275		

PYLE 101-A

2nd Revised Page 2-25  
cancels 1st Page 2-25

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 570 IMPRACTICABLE OPERATIONS**

Pickup or delivery service will not be performed by carrier at any site from or to which it is impracticable to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys or approaches thereto;
2. Inadequate loading or unloading facilities;
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

**ITEM 573 LIABILITY OF CARRIER**

Unless expressly agreed to in writing, carrier shall not be liable for any direct or consequential damages arising from its performance, or lack of its performance, of any transportation or other services governed by its tariffs. This provision shall not apply to cargo claims for physical damage or shortage.

**ITEM 573-1 LIABILITY OF CARRIER**

If a claim is submitted against a shipment that was rated subject to a reduced classification and/or a discounted level of rates, then the claim will be reduced proportionate to reduction of classification and discount applied

**ITEM 573-3 LIABILITY OF CARRIER**

This item applies to New Jersey Intrastate Traffic and traffic within the Commercial Zone of New York, NY exempt from Interstate Commerce Commission.

In the event of loss or damage to any shipment, carrier liability shall be limited to a maximum liability of 50 (53) cents per pound and to a maximum liability of \$50.00 (\$52.95) per shipment.

**@ITEM 573-4 LIABILITY OF CARRIER – Maximum Liability with other Carriers**

On shipments handed to the A. Duie Pyle in connection with another carrier (either water or rail) A. Duie Pyle's maximum liability in the event of loss or damage shall in no case exceed the maximum liability of the other carrier: For example if the other carrier's maximum liability is \$5.00 per pound per package, the maximum liability of the other carrier and A. Duie Pyle will be \$.2.50 per pound per package.

**ITEM 573-5 LIABILITY OF CARRIER**

Shipments tendered on a plastic shrink wrapped skid, shall be signed for as " \_\_\_\_ " shrink wrapped skid(s).

When a plastic shrink wrapped skid is delivered intact, the plastic shrink wrap unbroken, carrier shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed.

**@ITEM 573-7 LIABILITY OF CARRIER – Maximum Liability with an Air Carrier**

Liability for loss, damages or destruction of property which has been or will be transported by an air carrier or a foreign air carrier shall be limited to a liability of \$.50 per pound with a maximum liability of \$10,000 per shipment.

ISSUED DATE	November 1, 2007	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	November 5, 2007		
Correction No.	257		

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4<sup>th</sup> Revised Page 2-26  
 cancels 3rd Revised Page 2-26

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC

**ITEM 578 LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE**

Rates subject to provisions that consignor is to load and/or consignee is to unload are subject to the following additional provisions.

1. ... "Shippers Load, Consignee Unload" must be notated on the bill of lading (NOTE A).
2. ... The service including the count must be performed by the shipper and/or consignee at his expense without assistance from the carrier.
3. ... It is the option of the carrier to have its employee and power unit either be released during the unloading/loading or to remain. If told to remain the carrier's employee will not be obligated to assist in loading or unloading.
4. ... Loading -  
 Loading includes stowing and arranging the freight in the carrier's vehicle. If required to protect and secure the shipment, temporary blocking, flooring other than lining, racks standards, strips, stake or similar bracing, dunnage or supports will be furnished and installed by the shipper.  
 Unloading -  
 Consignee will be responsible for removing the freight and any materials supplied by the shipper.
5. ... In the event of Stop-Off, these same rules apply.
6. ... If either the shipper or consignee refuses to honor the above conditions, the rates will not apply and rates otherwise published will be assessed.

NOTE A: Notation will be waived when the trailer is spotted. For each unit weighing 500 pounds or more as tendered for shipment, NMFC Item 568 will take precedence.

**ITEM 579 (C) LOADING OR UNLOADING AT PIERS, WHARVES AND/OR MARITIME SERVICE FACILITIES**

Shipments picked up or delivered to piers or other maritime service facilities where the carrier is assessed pier charges will be billed according to the policy of the maritime agency subject to the following charges:

1. \$15.50 per pallet with a minimum charge of 6 pallets for non New York Area and ten pallets per shipment @ for New York area..
2. Unpalletized shipments will be billed at the following rates:

Minimum Charge	Minimum Charge New York Area	M1M	M2M	M5M	10M	20M
\$99.00	\$125.00	4.70	3.96	2.44	1.83	1.25

**Item 579-1 @ LOADING OR UNLOADING AT PIERS, WHARVES, AND/OR MARITIME SERVICE FACILITIES**

Shipments picked up or delivered to pier warehouses, pier holding sheds, or other maritime service facilities where the carrier is assessed pier loading and/or unloading charge will be billed according to the policy of the maritime agency subject to the following charges:

An additional charge of \$25.00 will be assessed in addition to all other lawful charges required to make the pick up or delivery. Charges are to be billed to the party responsible for the freight charges.

ISSUED DATE:	April 23, 2008	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd. – P. O. Box 564 West Chester, PA 19381-0564
EFFECTIVE DATE:	April 29, 2008		
Correction No.	269		

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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 580 MARKING OR TAGGING FREIGHT (Exception to NMFC Item 580)**

The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter according to instructions the markings or tags on any package or piece of freight subject to the following charges:

Per Piece Charge	Minimum Charge per shipment
.92	\$ 9.11
<u>SECTION 1</u>	(Exception to Section 1)

Shipments subject to LTL or AQ rates will be accepted without being marked or tagged with the name and address of the consignee, only when arrangements are made in advance by the shipper with the carrier and when the following conditions are met:

- A. The brand or other identification mark, name or number must be legibly printed or marked on each package.
- B. The bill-of-lading and shipping order for each shipment must show in the "Description of Articles" column the identification brand, mark, name or number corresponding in the brands, names or marks on the package. Each different brand, mark, name or number must be entered on a separate line in the bill-of-lading and shipping order.
- C. The name of the shipper or the shipper's brand name must be plainly marked on all packages.
- D. Mixtures of different commodities or different sizes, shapes, grades or brands of the same commodity, or mixture of different sizes of inner containers, may not be in one package. Packages of one brand or other identification marks, name or number shall be identical in every respect.
- E. Where separate packages of different sizes, shapes or quantities of the same brand of goods or of different size inner containers are included in one shipment, the packages of each type of the same brand must be separately entered and described in the bill-of-lading.
- F. This item will be inapplicable when carrier's normal operating method will not permit safe handling and delivery of shipments not marked with the name and address of the consignee.
- G. Shipments found in possession of the carrier not marked in accordance with this item or with Section 1 of NMFC Item 580 will be charged on the basis of 120 percent of the charge applicable when such shipments are properly marked. Such charge to apply only to the improperly marked portion of the shipment - OR - Carrier may return all or any part of the shipment to consignor.
- H. This item will have no application to:
  - 1. Order Notify, or Export Shipments.
  - 2. Shipments for joint hauls.
  - 3. Import, coastwise or intercoastal shipments. (See Item 580)

NOTE: Shipments received at steamship piers on import, coastwise or intercoastal traffic may be accepted without being marked, stenciled or tagged with the name and address of the consignee, when each piece or package bears a symbol or stencil, and when such symbol is keyed with the name and address of consignee as shown on bill-of-lading or other shipping document.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 645 MIXED SHIPMENTS - TL OR VOLUME**

Unless otherwise provided, when a number of articles for which the same or different classes or rates are provided when in straight truckload quantities, are shipped at one time by one consignor from one point of origin to one consignee at one destination, on one bill of lading, as a mixed truckload shipment, the following will apply:

Section 1

The articles will be charged at the actual or authorized estimated weight and at the straight truckload class of commodity rate (not "Specific Mixture", "All Freight", "Freight, All Kinds" or "All Commodity" or similarly designated rate or class), applicable to each article. The TL minimum weight will be the highest provided for any article in the mixed truckload shipment, and any deficit in the TL minimum weight will be charged for at the lowest truckload rate applicable to any article in the mixed truckload shipment (*NOTE A*).

Section 2

Subject to the provisions of Section 1, when the aggregate charge on the shipment is made lower by considering the articles as if they were divided into two or more separate truckload shipments, the shipment will be charged for accordingly.

Section 3

Subject to the provisions of Section 1, when the aggregate charge on the entire shipment is less on the basis of truckload rate and truckload minimum weight (or actual or authorized estimated weight, if in excess of the truckload minimum weight) for one or more of the articles and on the basis of the LTL rate or rates (*NOTE B*) on the actual or authorized estimated weight of the other article or articles, the shipment will be charged accordingly. On the articles included in the truckload shipment on which LTL rates are applied truckload package requirements will apply. Charges on articles in packages shall not be higher than on the same articles loose.

Section 4

If a lower charge results under the application of Section 1 of this item than under the provisions for a specific truckload mixture, such lower charge will apply.

Section 5

Where different truckload rates and minimum weights are provided on the same article included in a mixed truckload shipment, the lowest charge that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

Section 6

The provisions of this item will not apply to articles, the transportation of which at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.

concluded on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.			

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 cancels 3rd Revised Page 2-29

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 645 MIXED SHIPMENTS - TL OR VOLUME (Cont'd)**

Section 7

This item will not apply on articles on which TL ratings or rates are not applicable except for the purpose of making up deficit in the required truckload minimum weight as provided in Section 1 of this item.

NOTE A: Articles subject to any quantity rates or ratings may be included in the mixed truckload shipment for the purpose of making p any deficit in the minimum weight but the applicable any quantity rate shall be applied on such articles, subject to the highest truckload rate on any article in the mixture as the minimum rate.

NOTE B: Where a LTL rate is dependent upon the weight of the shipment, apply the LTL rate which would be applicable on a LTL shipment equaling the total weight of the mixed TL shipment.

**ITEM 647 NOTIFICATION PRIOR TO DELIVERY**

When a bill of lading or shipping order is tendered bearing any notation requesting carrier to notify consignee prior to delivery by any means whatsoever, the charge for this service shall be \$12.85 per shipment.

NOTE A: Unless specifically stated on the bill of lading, this charge will be assessed to the party responsible for all other charges.

NOTE B: Where notification is not requested on the bill of lading but the consignee's policy requires they be notified, the charge will be assessed to the party responsible for all other charges.

NOTE C: When the bill of lading has an insufficient address to effect delivery, and notification is required, the charge will be assessed to the party responsible for all other charges.

NOTE D: If after the initial notification and appointment is set up the carrier is required to call the consignee when driver is on way to the delivery site and additional charge of \$12.85 will be assessed to the party responsible for all other charges.

This item is not applicable when:

1. On shipments rated at the 10,000 pound level or more.
2. On shipments to private residences, apartments, churches, schools or camps, where carrier does not have a mutually agreed delivery arrangement.
3. On paper forms from York, PA

**ITEM 647-1 DELIVERY PROCUREMENT SERVICE**

When at the special request of the shipper or consignee, the carrier is requested to procure a delivery confirmation time, so as to enable the freight to be delivered as expediently as possible, a charge of \$6.00 per confirmation shall apply. Shipper or consignee must supply the carrier by electronic means (facsimile, telephone, modem) the pertinent information to secure the confirmation.

**ITEM 649(C) Offsite Truck Inspections – Pick Up/Deliveries to “secure” Government Buildings**

When pick ups/deliveries are made to “secure” government buildings an offsite inspection by government security personnel must be performed. A charge of (A)\$46.00 per shipment will be assessed for time & travel to inspection site in additional to all other lawful charges. This charge is to be paid by the payor of the freight charges.

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Correction No.	219		

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1<sup>st</sup> Revised Page 2-30  
 cancels Original Page 2-30

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 650 (C) OPERATING RIGHTS**

Rates and provisions named in tariffs governed by this tariff, are limited in their application on interstate or foreign commerce to the extent of the operating rights set forth below. Unless otherwise specifically provided, the provisions are to be interpreted in the same manner as the Commission interprets the certificate from which they are quoted, with respect to such as implied authority, commercial zones, tacking (of separate authorities), and diversion routes.

@ IN CERTIFICATE NO. MC-39140 SUB 189 C

This certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), and the designation of agents upon whom process may be served (49 CFR 1044). The carrier shall also render reasonably continuous and adequate service to the public.

IN CERTIFICATE NO. MC-39140 (SUB-NO. 182)-X Over regular routes

General commodities (except classes A and B explosives, household goods, and commodities in bulk),

Between New York, NY, and Camden, NJ, serving all intermediate points and points in Bergen, Hudson, Union, Middlesex, Mercer, Burlington, and Camden Counties, NJ, and Philadelphia, as off-route points:

From New York over US Hwy 1 to Trenton, NJ, then over US Hwy 206 to junction US Hwy 130, and then over US Hwy 130 to Camden, NJ, and return over the same route.

From New York over US Hwy 1 to Newark, NJ, then over US Hwy 1 to junction US Hwy 130, and then over US Hwy 130 to Camden, NJ and return over the same route.

Between Philadelphia, PA, and Chester, PA serving all intermediate points.

From Philadelphia over US Hwy 30 to Bryn Mawr, PA, then over unnumbered Hwy to Newtown Square, PA, and then over PA Hwy 252 to Chester; and

From Philadelphia to Newtown Square, PA, as specified above, then over PA Hwy 3 to Broomall, PA, and then over PA Hwy 320 to Chester; and

Return from Chester over PA Hwy 291 to Essington, PA, and then over PA Hwy 420 to Philadelphia.

Between Philadelphia, PA, and Coatesville PA serving all intermediate points.

From Philadelphia over US Hwy 30 via Paoli, PA, to Coatesville; and

From Philadelphia to Paoli, PA, as specified above, then over US Hwy 202 to West Chester PA, then over US Hwy 322 to Downingtown, PA, and then over US Hwy 30 to Coatesville; and

Return from Coatesville over unnumbered Hwy to Embreeville, PA, then over PA Hwy 162 to West Chester, PA, and then over PA Hwy 3 to Philadelphia.

Between Philadelphia, PA, and Phoenixville, PA, serving all intermediate points.

From Philadelphia over US Hwy 422 To Norristown, PA, then over US Hwy 202 to King of Prussia, PA, then over PA Hwy 23 to Phoenixville, and return over the same route.

Between Philadelphia, PA, and Collegeville, PA, serving all intermediate points,

From Philadelphia over US Hwy 422 to Collegeville, and return over the same route.

Between Philadelphia, PA, and Sellersville, PA, serving all intermediate points.

From Philadelphia over US Hwy 309 to Sellersville, and return over the same route.

Continued on the following page.

ISSUED DATE	April 2, 2001	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	April 5, 2001		
Correction No.	91		

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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 650 OPERATING RIGHTS** (Continued)

IN CERTIFICATE NO. MC-39140 (SUB-NO. 182)X Over irregular routes

Between Philadelphia, PA, and Perkasio, PA, serving all intermediate points.  
From Philadelphia over US Hwy 611 to Doylestown, PA, then over US Hwy 202 to Chalfont, PA, then over PA Hwy 152 to Perkasio; and  
Return from Perkasio over unnumbered Hwy to Sellersville, PA, and then over US Hwy 309 to Philadelphia.

Between Philadelphia, PA, and West Chester, PA, serving all intermediate points.  
From Philadelphia over PA Hwy 3 to West Chester, and return over the same route.

Between West Chester, PA, and Coatesville, PA, serving all intermediate points, and all off-route points within ten miles of Coatesville, PA.  
From West Chester over US Hwy 322 to Downingtown, PA, and then over US Hwy 30 to Coatesville, and return over the same route.  
From West Chester over PA Hwy 162 to Marshallton, PA, and then over unnumbered Hwys through Romansville, Mortonville, and Modena, PA, to Coatesville, and return over the same route.

Farm products.

Between New York, NY, on the one hand, and, on the other, points in NJ, points in Berks, Bucks, Chester, Delaware, Lancaster, Lebanon, Montgomery, and Philadelphia Counties, PA, points in Cecil County, MD, and points in New Castle County, DE.  
Between Philadelphia, on the one hand, and, on the other, New York, NY, points in NJ and DE, and points in Cecil and Harford Counties, MD.

Lumber and wood products.

Between points in New Castle County, DE, on the one hand, and, on the other, points in Bucks, Chester, Delaware, Lancaster, and Montgomery Counties, PA.

Ores and minerals.

Between Philadelphia, PA, on the one hand, and, on the other, points in New Castle County, DE.

Forest products.

Between points in Chester County, PA, on the one hand, and, on the other, points in Mercer County, NJ and New Castle County, DE.

Continued on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 650      OPERATING RIGHTS (Cont'd)**

IN CERTIFICATE NO. MC-39140 (SUB--N9. 182)-X      Over irregular routes

Chemicals and related products,

Between Baltimore, MD, on the one hand, and, on the other, points in Chester County, PA.  
Machinery,

Between points in Chester County, PA, on the one hand, and, on the other Cleveland, OH, and points in CT, DE, MD, NJ, NY, VA, WV and DC.

Textile mill products,

Between Philadelphia, PA, on the one hand, and, on the other, points in Wicomico County, MD, New York, NY, and points in NJ.

Machinery and those commodities that because of size or weight require the use of special handling or equipment.

Between points in Chester County, PA, on the one hand, and, on the other, Baltimore, MD, and points in CT, DE, NJ, NY, MA, and RI.

Metal products,

Between points in Lehigh and Northampton Counties, PA, on the one hand, and, on the other, going to Suffolk County, NY, Union County, NJ and New York, NY.

Between points in Delaware County, on the one hand, and, on the other, points in Gloucester, Salem, Union and Morris Counties, NJ, New Castle County, DE and New York, NY.

Between points in Dauphin County, PA, on the one hand, and, on the other, points in Queens County, NY and New York, NY.

Between points in Berks County, PA, on the one hand, and, on the other, points in Salem and Middlesex Counties, NJ.

Metal products and those commodities that because of size or weight require the use of special handling or equipment.

Between points in Chester County, PA, on the one hand, and, on the other, Boston, MA and points in MA within ten miles of Boston; points in CT, DE, MD, NJ, NY and DC.

Between points in Chester County, PA, on the one hand, and, on the other, points in Essex, Middlesex, Camden and Atlantic Counties, NJ; Hartford and Fairfield Counties, CT; Baltimore, MD; points on Long Island, NY, NY and DC.

Continued on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 650 OPERATING RIGHTS (Cont'd)**

IN CERTIFICATE NO. MC-39140 (SUB-NO. 182)X Over regular routes

Metal products and those commodities that because of size or weight require the use of special handling or equipment. (Cont'd)

Between points in Montgomery County, PA, on the one hand, and, on the other Baltimore, MD; New York, NY.

Between points in Delaware County, PA, on the one hand, and, on the other, points in Anne Arundel County, MD; points in DE.

Between Philadelphia, PA, on the one hand, and, on the other, points in Bergen County, NJ; New York, NY; and points in DE.

Household goods and furniture and fixtures

Between Coatesville, PA, and points in PA within 50 miles thereof, on the one hand, and on the other, points in CT, DE, IL, IN, KY, MD, MA, MI, NJ, NY, NC, OH, RI, VA, WV, WI AND DC.

General Commodities (except classes A and B explosives, household goods, and commodities in bulk),

Between Philadelphia, PA, and on the one hand, and on the other, points in that part of PA bounded by a line beginning at Marcus Hook, PA, and extending in a northwesterly direction through Cheyney, PA, to Coatesville, PA, then in a northeasterly direction to Perkasio, PA, then in a southeasterly direction through Doylestown, Rushland, and Newtown, PA, to Morrisville, PA, and then along the Delaware River to point of beginning, including the points named, but not including points on U. S. Highways 1 and 13 between Philadelphia and Morrisville, PA, including Morrisville, PA.

Between Coatesville, PA and points in PA within ten miles thereof, on the one hand, and on the other, points in DE, MD, NJ, NY and DC.

Between Jersey City, points in Essex and Union Counties, NJ on the one hand, and, on the other, points in Essex, Bergen, Passaic, Middlesex, Morris, Union, Monmouth and Somerset Counties, NJ.

Between points in New York, NY, on the one hand, and, on the other, points in Nassau and Suffolk Counties, NY.

Between New York, NY, on the one hand, and, on the other, points in Hunterdon, Ocean, Monmouth, Mercer, Warren and Sussex Counties, NJ.

RESTRICTION: The authority in the three paragraphs next above is restricted against the transportation of traffic between points in DE, MD, and DC, on the one hand, and, on the other, points in NY and NJ, other than Camden, NJ by combinations with carrier's otherwise authorized operations.

Concluded on the following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 650 OPERATING RIGHTS** (Continued)

IN CERTIFICATE NO. MC-39140 (SUB-NO. 182)X Over regular routes

General Commodities (except classes A and B explosives, household goods, and commodities in bulk),

Between Longwood, PA and Rising Sun, MD, serving all intermediate points and, as off-route points, those in Cecil County, MD, Chester County, PA, and points within ten miles of Oxford, PA, those in PA within five miles of U.S. Highway 1:  
From Longwood over U.S. Highway 1 to Rising Sun, and return over the same route.

Between Philadelphia, PA, and Rising Sun, MD, serving all intermediate points.  
From Philadelphia over U. S. Highway 1 to Rising Sun, and return over the same route.  
Food and related products,

Between points in Chester County, PA, on the one hand, and, on the other, points in CT, MA, RI, and points in that part of WV on and north of US Hwy 33.

Metal products and those commodities that because of their size or weight require the use of special handling or equipment.

Between points in Bucks County, PA, on the one hand, and on the other, points in that part of NY on and east of a line beginning at the NY-PA State line and extending along NY Hwy 34 via Ithaca and Auburn, NY, to junction NY Hwy 104, then along NY Hwy 104 to Oswego, NY, and then along the shore line of Lake Ontario to the US-Canada boundary line.

Between points in Erie County, NY, on the one hand, and, on the other, points in that part of MD on and west of US Hwy 15.

The authority granted next above is issued pursuant to an application filed after November 23, 1973, and in accordance with 49 CFR 1065 may not be tacked or joined with the carrier's other irregular route-authority unless specifically authorized herein.

IN CERTIFICATE NO. MC-39140 Over regular routes

General commodities, with exceptions, over regular routes,

Between New York, NY, and Philadelphia, PA, serving the intermediate point of Trenton, NJ, restricted to traffic moving to or from points other than New York, NY; all other intermediate points without restriction; and off-route points within ten miles of specified portions of US Hwy 1 and US Hwy 130 (formerly NJ Hwy 25), over the following routes:

1. From New York over US Hwy 1, to Philadelphia and return over the same route;
2. From New York over US Hwy 1 to junction US Hwy 130 (formerly NJ Hwy 25, then over US Hwy 130 to Camden, NJ, and then across the Delaware River to Philadelphia and return over the same route.

IN CERTIFICATE NO. MC-39140 SUB 179F Over irregular routes

General commodities (except Classes A and B explosives and household goods as defined by the commission),

Between points in Pennsylvania on the one hand, and, on the other, points in DE, MD, NJ, NY, and DC.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.			

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM 670 Overdimension Freight

- A. Shipments containing articles exceeding 40 feet 6 inches in length, or 8 feet in height, or 8 feet 6 inches in width, (any one of the above dimensions singly or combined) will not be accepted except by special arrangement with carrier.
- B. Such shipment as is accepted for transportation and which weights less than 5,000 pounds will be subject to a minimum weight of 5,000 pounds or actual weight, if greater, per vehicle. A separate bill of lading will be issued for each vehicle used.

When the length of the article is: Over but Not over		Percentage of applicable rate to be assessed shall be (Notes A and B)
40 Ft 6 In	45 Feet	110
45 Ft	50 Feet	125
50 Ft	60 Feet	140
60 Ft	70 Feet	175
70 Ft		200
When width of the Article is: Over but Not Over		Percentage of Applicable rate to be assessed shall be (Notes A & B)
8 Ft 6 In	9 Feet	110
9 Ft	9 Feet 6 Inches	120
9 Ft 6 In	10 Feet	130
10 Ft	12 Feet	150
12 Ft	14 Feet	175
14 Ft		200
When height of the article is Over but Not Over		Percentage of applicable rate to be assessed shall be (Notes A & B)
8 Ft		150

- C. Shipments which must layover enroute between the hours of sunset and sunrise will be assessed an additional charge of \$60.90 per man accompanying the load for each layover period.

Item concluded on following page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM 670 Overdimension Freight (Cont'd)

D. When federal, state or municipal regulations or laws demand that one or more flagmen be used in transporting shipments described in paragraph A for the protection of the public and/or to prevent damage to property, an additional charge of \$30.00 per hour or fraction thereof, per man, will be assessed and computed from the time flagman or flagmen leave carrier's terminal and return to the same terminal. The return to the origin terminal will be by the shortest route. When an escort vehicle is required an additional charge of \$30.00 per hour with a minimum charge of \$200.00 per vehicle with driver furnished, will be assessed and computed from the time the escort vehicle or vehicles leave carrier's terminal and return to the same terminal (Note D). When the carrier is required to request permits in connection with the movement of articles described in paragraph A, the charge for securing each permit for each state or city traversed will be \$90.00 per permit (Note C and E). When because of no other accessible route or upon request of the shipper and/or consignee or if required by federal, state or municipal regulations or laws, the shipment is transported on/or over ferries, toll bridges, roads and/or tunnels, any fees or charges in connection therewith will be made in addition to the transportation and other charges accruing on such shipment as established by carrier and provided in tariffs lawfully in effect and on file with the PA Public Utility Commission and the Interstate Commerce Commission.

Note A: When a shipment contains more than one type of over dimension freight, i.e., over height, over width, or over length, the shipment will be charged for on the basis of the over height, over width or over length (not a combination thereof) which results in the greatest charge.

Note B: When under the provisions of this item, the increased rate results in a fraction of a cent, fractions of less than 1/2 cent will be dropped and fractions of one-half cent or more will be increased to the next whole cent.

Note C: When an additional fee for excess weight is assessed, such additional amount will be added to the charges shown for procuring permits and advanced to the shipper or consignee for payment.

Note D: Charges are to be computed on the hours vehicle(s) and/or flagmen(man) are on duty.

Note E: When permits require movement via the George Washington Bridge or the Verrazano Narrows Bridge in New York, NY, an additional charge of \$100.00 will be assessed.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

PYLE 101-A

5th Revised Page 2-37  
 cancels 4th Revised Page 2-37

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 670-1**

**Overdimension Freight**

(The provisions of this item are not applicable when provisions are published in Item 670 of this tariff.)

Shipments of articles exceeding 15 feet in length, but not over 40 feet 6 inches in length or 6 feet in width but not over 8 feet 6 inches in width (any one of the above dimensions singly or combined) will be accepted by carrier and will be subject to a charge of \$125.00 per shipment in addition to all other lawful charges.

@ ITEM 705

**PAYMENT OF CHARGES – Delinquent  
 (Principles and practices for the investigation and disposition of  
 failure to make payment of freight charges)**

Failure to make payment of freight charges for services performed which subsequently results in legal action taken against the debtor, will be subject to the following:

- 1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
- 2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

**ITEM 710**

**PALLETS OR SKIDS (RETURN OF PALLETS OR SKIDS)**

Except as otherwise specifically provided, carrier will return pallets or skids to the original shipping point when tendered at completion of unloading of the same pallets or skids. The rates named in tariffs governed by this tariff include the return of such pallets or skids.

**ITEM 710-1 (N)**

**TOTES, TANKS, RACKS OR OTHER EMPTY CONTAINERS**

Except as otherwise specifically provided, carrier will return totes, tanks, racks or other empty containers to the original shipping point at 100 percent of rates found in (C) Section 4 of tariff PYLE 500 Series subject to a Minimum Charge of \$77.00 per shipment.

ISSUED DATE:	November 13, 2006	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY:
EFFECTIVE DATE:	November 17 2006		Stephen O*Kane, President
Correction No.	237		650 Westtown Rd – P. O. Box 564 West Chester, PA 19381

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 750 (C) PICK UP OR DELIVERY SERVICE**

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by carrier (See Item 570 for Impracticable operations) during business hours. (See Item 756 for Pick up or Delivery Services (Saturdays, Sundays or Holidays), at one site, subject to the following provisions:

**A Placement of Vehicle for Loading**

At the request of consignor, carrier will furnish and place a vehicle at the loading site designated by consignor to pickup a shipment there tendered for transportation.

**B Placement of Vehicle for Unloading**

Delivery of a shipment by carrier to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

**C Loading by Carrier (Note B)**

1. Freight tendered for loading shall be so situated by consignor as to be directly accessible to vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to lace its vehicle for loading (Note A). (See Item 566 for Handling Freight Not Adjacent to Vehicle).
2. Carrier will furnish one man only per vehicle for loading, be the driver, helper, or any other carrier employee, except as provided in Item 560 (Extra Labor), the provisions of NMFC Item 568 (Heavy or Bulky Freight- Loading or Unloading) will not apply.

**D. Unloading by Carrier (Note B)**

1. Freight will be unloaded at delivery site immediately adjacent to delivery vehicle (Note A). (See Item 566 for "Handling Freight not Adjacent to Vehicle").
2. Carrier will furnish one man only per vehicle for loading, be he driver, helper, or any other carrier employee, except as provided in Item 560 (Extra Labor), the provisions of NMFC Item 568 (Heavy or Bulky Freight - Loading or Unloading) will not apply.

**E. Loading by Consignor or Unloading by Consignee (Note B):**

The consignor or consignee may elect to waive loading or unloading of freight by carrier as provided in this item by performing at his own expense the loading or unloading of shipment on to or from carrier's vehicle.

**F. Waiver of Delivery Receipt**

When consignor or owner has made written arrangements with carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered (C) by the carrier and left unattended at the place designated. The carrier will unload the shipment providing the otherwise applicable tariff rules or rates require the consignee to so perform such service.

Continued on following page.

ISSUED DATE:	December 20, 2007	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd. - P. O. Box 564 West Chester PA 19381
EFFECTIVE DATE:	January 1, 2008		
Correction No.	261		

THE PYLE CORPORATION t/d/b/a A. DUJE PYLE, INC.

**ITEM 750 (C)**

**PICK UP OR DELIVERY SERVICE (Cont'd)**

G. Heavy or Bulky Freight - Loading or Unloading (Notes B and C)

When freight (per package or piece) in a single container or secured to pallets, platforms or lift truck skids or in any other authorized form of shipment:

1. Weighs 110 pounds or less - Carrier will perform loading and/or unloading.
2. Weighs more than 110 but less than 500 pounds:
  - a. Carrier will perform loading and/or unloading where consignor and/or consignee provides a dock, platform or ramp directly accessible to carrier's vehicle. Not applicable when freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. (See paragraphs B.2 and D)
  - b. Carrier will perform loading and/or unloading where consignor/consignee provides a dock, platform or ramp directly accessible to carrier's vehicle if such freight:
    - (a). exceed 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension.
    - (b). if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.
  - c. Where consignor/consignee do not provide a dock, platform or ramp, truck driver on request will assist consignor/consignee in loading/unloading.
3. Weighs 500 pounds or more, the consignor will perform loading and the consignee will perform unloading. On request of consignee, driver will assist consignor/consignee in loading/unloading.
4. Exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension, the consignor will perform loading and the consignee will perform unloading. On request of consignor/consignee driver will assist the consignor/consignee in loading/unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph B.2.

H. Restrictions on loading/unloading by carrier (Note B)

1. Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspection, sorting or segregating freight, except as provided in paragraphs a, b, and c below:
  - a. When a shipment is tendered to carrier in lots according to size, brands flavor or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such segregated lots on the platform, dock, conveyor, pallet, dolly buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to the applicable detention charges.

Continued on next page.

ISSUED DATE:	July 20, 2004	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd. - P. O. Box 564 West Chester PA 19381
EFFECTIVE DATE:	August 1, 2004		
Correction No.	152		

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 750 (C)**

**PICK UP OR DELIVERY SERVICE (Cont'd)**

H. Restrictions on loading/unloading by carrier (Cont'd)

- b. When the conditions of paragraph 2 are not met, a charge of 31 cents per piece, package of other unit in the shipment, minimum \$10.00 and maximum \$75.00 per shipment per vehicle used, will be assessed for segregation by marks, brands, sizes, flavors or other distinguishing characteristics, except as provided in paragraph c. (C) Charges are to be billed to the party responsible for the freight charges.
- c. No segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee, or when detention charges accrue and are paid by the same shipment at the same location.
- d. When requested by the shipper or in order to effect delivery the carrier is required to palletize a shipment a charge of \$30.00 per 30 minutes or fraction thereof will apply per person assigned with an additional charge of \$5.00 per pallet utilized. (C)Charges are to be billed to the party responsible for the freight charges.

Note A:

- 1. Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading/unloading if separated there-from only by an intervening public sidewalk.
- 2. If a parking space suitable for carrier to place his vehicle for loading/unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.
- 3. When two or more shipments are placed by shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carrier.
- 4. When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by shipper for pickup by designated carries and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

Note B:

- 1. Loading by definition in respect to this item includes stowing and counting of freight in or on carrier's vehicle.
- 2. Unloading by definition in respect to this item includes the counting and removing of the freight from the position in which it is transported in or on carrier's vehicle

Note C:

The provisions of Item 568 of the NMFC (ICC NMF 100 Series)(Heavy or Bulky Freight-Loading or Unloading) will not apply.

Note D:

The provisions of Item 756 (Saturday charges) in this tariff will apply when tender of pick up or delivery offfreight is beyond the scope of the carrier's normal business hours

ISSUED DATE:	January 25, 2006	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd. - P. O. Box 564 West Chester PA 19381
EFFECTIVE DATE:	February 01, 2006		
Correction No.	209		

PYLE 101-A

3rd Revised Page 2-41  
 cancels 2<sup>nd</sup> Revised Page 2-41

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**Item 750-1 Pickup or Delivery Service**

Shipments picked up at or delivered to piers or wharves weighing less than 5,000 pounds are subject to a pickup or delivery charge of \$100.00 per shipment in addition to all other lawfully applicable charges.

**ITEM 750-2 Pickup and Delivery Service (Desktop Deliveries)**

When a delivery of cartons is made to a customer's desk/desks there will be a charge of \$5.00 per desk top location within one facility of consignee, subject to a minimum charge of \$20.00. This charge is in addition to the applicable inside delivery charge shown in Item 566 of this tariff and not to alternate with Section 5 of Item 900 (Split deliveries within contiguous Plant or Warehouse) of this tariff.

**ITEM 750-3 Pickup and Delivery Service (Specific Delivery Equipment)**

When the carrier is required to use equipment other than what is normally used to effect delivery to a particular service route, in order to accommodate consignee's or shipper's limited clearance access an additional charge of \$93.50 will be assessed in addition to all other lawful charges.

**ITEM 750-4(N) Pickup and Delivery Service  
Freight Tendered From or Pickup From Another Carrier**

Whenever carrier is tendered freight from or pick up for another carrier to complete the final delivery or the initial pick up requiring special equipment, the rates shall be 100 percent of (C) Section 4 of tariff PYLE 500 Series.

**ITEM 750-5 PICKUP OR DELIVERY SERVICE WORK STOPPAGE ADJUSTMENT**

When the carrier is requested to cross a picket-line in the performance of its transportation services:

1. A charge equal to 200 percent of the applicable rate per shipment will be assessed.
2. A Minimum Charge of \$100.00 per vehicle shall apply.
3. The carrier shall have on file the name of the party requesting such service and the party responsible for the payment of said charge.
4. This item shall not be interpreted to require carrier to perform the services described herein.

ISSUED DATE	September 5, 2006	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	September 8, 2006		
Correction No.	232		

PYLE 101-A

4th Revised Page 2-42  
 cancels 3<sup>rd</sup> Revised Page 2-42

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM: 750-6 (N) PICK UP OR DELIVERY SERVICE SAME DAY DELIVERY CHARGE**

A. When consignor or consignee requires the same day pick-up and delivery be performed Same Day Pickup/Delivery Service is a continuous 24 hour period from time of pick up), the charge shall be 115 percent of (C) Section 4 rates in tariff PYLE 500, with a minimum charge as stated below:

Rate Basis Number	Rate Basis with no Suffix	Rate Basis Number	Rate Basis with "A" Area	Rate Basis with "J" Area	Rate Basis with "W" Area
47 or lower	365.00				
48 to 62	415.00	Up to 62	490.00	440.00	465.00
63 to 77	465.00	63 to 80	540.00	490.00	515.00
78 to 92	515.00	83 to 96	590.00	540.00	565.00
93 to 106	565.00	97 and Up	640.00	590.00	615.00
107 and Up	615.00				

- B. Carrier has the option to transport other freight on the vehicle being used to make the same day delivery.
- C. When a shipment is tendered under this item, the request must be given in writing by notating on the Bill of Lading "Same Day Service Requested".
- D. Only one freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which exceeds the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second Bill of Lading.
- E. Charges published in the tariff for pickup or delivery on Saturdays, Sundays, and holidays will also apply.
- F. When shipments are transported under the provisions of this item, the provisions of Item 900 Stopoff(s) will not apply.
- G. The application of this item shall not produce a change in excess of the applicable TL charge found in Section 3 or Section 4 of Pyle 500 Tariff (whichever is applicable).
- H. When this service is requested on flat bed equipment, an additional charge of \$50.00 will be assessed.
- I. When the origin point is Hazleton, PA, the rates shall be shown as a flat charge as noted above, except:
  - (1) When the carrier is notified the previous day of the service required apply:
    - (a) Shipments under 35,000 pounds - 100 percent
    - (b) Shipments over 35,000 pounds - 108 percent
  - (2) When the carrier is not notified the previous day of the service required, apply:
    - (a) Shipments under 35,000 pounds - 125 percent
    - (b) Shipments over 35,000 pounds - 133 percent
  - (3) When the carrier is requested perform intra-plant work:
    - (a) An hourly rate of \$31.00 per hour for the first 8 hours will apply.
    - (b) After 8 hours, an hourly rate of \$38.00 will apply with a 4 hour minimum (also referred to as call back)
    - (c) Holidays/Weekends: an hourly rate of \$44.50 per hour will apply with a minimum of 4 hours.
    - (d) Equipment to perform this service will be charged weekly with a charge of \$6.98 per hour based on a flat 40 hours.

ISSUED DATE	September 5, 2006	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	September 8, 2006		
Correction No.	231		

PYLE 101-A 19<sup>th</sup> Revised Page 2-42A  
cancels 18<sup>th</sup> Revised Page 2-42A

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 750-7(C) PICKUP OR DELIVERY - ISLANDS OF MARTHA'S VINEYARD, NANTUCKET, MA**

When the carrier is requested to pick up or deliver freight at Martha's Vineyard, MA or Nantucket, MA the following rates per hundredweight will be assessed in addition to all other lawful charges. Rates apply in cents per hundredweight.  
Rates apply in dollars and cents per hundredweight.

Zip	Min	Cls	L5C	M5C	M1M	M2M	M5M	10M	20M	30M	40M
02535 02539 02552 02557 02568 02573 02575	76.15	50	35.47	35.47	31.08	23.92	17.31	12.17	8.93	7.23	5.53
		55	38.43	38.43	33.15	27.21	18.11	12.73	9.33	8.39	8.39
		60	41.49	41.49	35.19	30.38	18.94	13.26	9.50	8.85	8.85
		65	43.84	43.84	36.61	32.25	19.98	14.06	9.57	9.57	9.57
		70	46.12	46.12	38.04	33.74	21.09	14.87	9.67	9.67	9.67
		77.5	51.71	51.71	42.64	38.89	23.26	15.31	15.31	15.31	15.31
		85	57.32	57.32	47.00	44.21	25.38	15.67	15.67	15.67	15.67
		92.5	68.09	68.09	56.43	45.63	28.00	28.00	28.00	28.00	28.00
		100	78.83	78.83	69.14	47.05	30.58	30.58	30.58	30.58	
02554 02564 02584	89.25	50	40.67	40.67	35.97	29.07	22.34	15.71	11.62	9.11	7.29
		55	43.76	43.76	38.00	32.30	23.44	16.46	12.19	9.27	9.27
		60	46.82	46.82	40.09	35.51	24.55	17.17	12.40	9.42	9.42
		65	48.96	48.96	41.37	37.91	26.09	18.29	12.56	12.56	12.56
		70	51.08	51.08	42.61	40.30	27.71	19.43	12.73	12.73	12.73
		77	56.72	56.72	47.26	44.84	30.55	20.02	20.02	20.02	20.02
		85	62.31	62.31	51.98	49.17	33.38	20.67	20.67	20.67	20.67
		92	74.83	74.83	62.57	51.99	36.88	36.88	36.88	36.88	36.88
		100	87.33	87.33	73.22	54.81	40.35	40.35	40.35	40.35	

- Note A: No class is to be rated higher than Class 100.
- Note B: If normal charges are moving on an FAK that FAK class will be honored in this instance.
- Note C: For the purpose of billing the weight of the shipment shall include the pallet weight.

**ITEM 750-8 PICK UP OR DELIVERY TO EXHIBITION CENTERS**

When the carrier is requested to pick up or deliver to an exhibition center, such as a convention hall, etc., a charge of \$78.00 per hour charges will be assessed in addition to all other lawful charges.

Time will be computed from the time the carrier arrives at the center until the time the carrier is released.

- Note A: Any charges for materials or fees the carrier is required to pay will be increased by 107% and assessed in addition to all other charges.
- Note B: The above charges must be guaranteed by the payor of the freight charges prior to effecting such pick up or delivery.

ISSUED DATE:	December 18, 2008	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY:
EFFECTIVE DATE:	January 01, 2009		Stephen O'Kane, President
Correction NO.	280		650 Westtown Rd – P O Box 564 West Chester, PA 19381

PYLE 101-A

7<sup>th</sup> Revised Page 2-42B  
 cancels 6<sup>th</sup> Revised Page 2-42B

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 750-9**

**PICK UP OR DELIVERY**  
**Appointment Cancellation and Freight Expedited**

When, through no fault of the carrier and after a shipment is segregated and queued for delivery, the shipper or consignee requests that the shipment be tendered for delivery canceling the appointment and/or delivery requirements of record, carrier will, if able, perform such delivery subject to the following:

1. A charge of \$87.00 per hour shall be assessed to the shipment subject to a minimum charge of \$87.00. Computation of charges shall begin at the time the driver is dispatched from the terminal and end when the driver returns to the terminal. (Note A)
2. These charges are in addition to all other lawful charges accrued on this shipment including original outbound freight charges. (Note B)

Note A: If the carrier can dispatch delivering driver to another area for the purpose of picking up freight then hourly charge shall terminate at that dispatched location providing such location is a shorter distance than the carrier's terminal.

Note B: Shipment shall be rated from origin to carrier's destination terminal and if results in a lower charge than it (C) shall replace the original outbound charges.

**ITEM 750-10 (C)**

**PICKUP OR DELIVERY -**  
**Points that Require use of a Ferry to affect Delivery**

When the carrier is requested to pick up or deliver freight to any point which requires the use of a Ferry to affect delivery the following rates per hundredweight will be assessed in addition to all other lawful charges.

Rates apply in cents per hundredweight.

Minimum	Class	L5C	M5C	M1M	M2M	M5M	10M	20M	30M	40M	Maximum
\$110.00 (A)	50	3873	3873	3426	2768	2127	1496	1107	868	694	\$1000.00
	55	3873	3873	3426	2768	2127	1496	1107	868	694	
	60	4459	4459	3818	3383	2338	1635	1181	687	694	
	65	4662	4662	3940	3610	2483	1952	1196	687	694	
	70	4864	4864	4058	3838	2639	1849	1213	687	694	
	77.5	5402	5402	4501	4260	2910	1906	1213	687	694	
	85	5935	5935	4951	4683	3180	1969	1213	687	694	
	92.5	7105	7105	5959	4951	3512	1969	1213	687	694	
	100	8317	8317	7183	5219	3834	1969	1213	687	694	

Note A: No class is to be rated higher than Class 100.

Note B: If normal charges are moving on an FAK that FAK class will be honored in this instance.

ISSUED DATE	November 9, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	November 16, 2009		
Correction No.	296		

PYLE 101-A

2nd Revised Page 2-42C  
Cancels 1stt Page 2-42C

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 750-11 (C)**

**PICK UP OR DELIVERY**  
**Limited Access Locations.**

1. General Application: (See Notes)

The provisions shown in Paragraphs 2 thru 4 below, apply only when the consignee or consignor of a shipment is located at a limited access location, which includes, but is not limited to the following: airports, camps, churches, country clubs, estates, farms (See Note C), ranches, schools (See Note C), universities, hereinafter referred to collectively as a limited access location. @ If the pickup or delivery requires the carrier to use equipment other than what is normally used in that area then that shall also be considered as limited access.

2. Bill of Lading:

On shipments requiring limited access delivery, shipper may so state on Shipping Order or Bill of Lading and should also state name, telephone number and full address of the party to contact to arrange for delivery. On interline shipments, such participating carrier would provide this information to each succeeding carrier. Omission by the shipper to include the information noted above or the shipper's omission of not marking the Bill of Lading that limited access delivery is required will not relieve the shipper and/or consignee from the responsibility of paying the limited access delivery service charges as outlined in this item.

3. Limited Access Delivery Fee

Shipments requiring limited access pickup or delivery as defined in Paragraph 1 above will be assessed a charge of \$48.50 per shipment or per vehicle. The charge shall be in addition to all other applicable charges.

4. Payment of Extra Charge

Charges for services described in Paragraph 3 of this item will be in addition to the freight charge unless consignor specifically requests such services on the Bill of Lading be billed in a different payment status than the freight charge

Note A: The provisions of this item apply on both Single line and Joint line traffic.

Note B Limited Access Delivery fee(s) named in Paragraph 3 are not applicable when consignee elects to pickup shipment from carriers dock

Note C Shall apply to the entire premises, including that portion of the premises where commercial or business activity is conducted.

ISSUED DATE	April 23, 2008	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	April 29, 2008		
Correction No.	265		

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

ITEM 750-12 @

**PICK UP OR DELIVERY**  
**Convention Exhibit Pickup or Delivery**  
**Originating From or Destined to Midwest States.**

Shipments originating at or destined to exhibition sites will be subject to the following additional charges: 1 to 500 pounds \$79.89 per shipment; 501 to 1,000 lbs \$92.58 per shipment; 1,001 to 1,800 lbs \$111.16 per shipment; 1,801 to 3,000 lbs \$6.89 per cwt; 3,001 lbs and up \$6.26 per cwt, with a maximum charge of \$530.00. Charges are in addition to all other applicable rates and charges.

The following only applies to shipments handled by Oak Harbor Freight Lines

Shipments destined to convention/exhibition centers must be consigned to the cartage agent handling the show. All freight charges on the shipment moving to the cartage agent must be prepaid by the shipper. All charges of the cartage agent are the responsibility of the shipper and payment of these charges are guaranteed by the shipper.

All freight originating from or destined to convention/exhibition centers shall be rated at and subject to class 150, or actual class if higher, regardless of any FAK, class exception or pricing program negotiated with Carrier. All freight must be prepaid. Payment of charges must be guaranteed by the Shipper.

If Carrier is required to perform pick-up or delivery service at convention/exhibition centers then an additional charge of \$250 per shipment will apply. Should the pick-up or delivery service take longer than five hours then a charge of \$80.00 per hour thereafter will apply in addition to the freight charges and the initial \$250 charge. Carrier will not make pick-up or delivery at convention/exhibition centers without authorization and guarantee of charges by the Shipper.

Exhibition booths or stalls and their contents will move at a released value not to exceed \$.10 per pound.

	A	B	C	D
1- 500 lbs	\$ 88.87	\$112.45	\$158.76	\$ 99.09
501-1000 lbs	\$102.99	\$126.57	\$187.11	\$113.29
1001-1500 lbs	\$123.65	\$147.24	\$215.46	\$122.74
1501-2000 lbs	\$129.65	\$153.86	\$243.81	\$131.34
2001-3500 lbs	\$ 7.67 CWT	\$ 9.37 CWT	\$ 10.80 CWT	\$ 7.77 CWT
3501 and up	\$ 6.97 CWT	\$ 8.20 CWT	\$ 9.61 CWT	\$ 6.80 CWT
Trailer Load	\$588.60	\$756.00	\$864.00	

\*\* All rates are per shipment. Trailer load rates also apply to a single shipment. \*\*

\*\*\* Column A rates apply to shipments that are transported between the Jeka Transport Warehouse and McCormick Place and Navy Pier.

\*\*\*Column B rates apply to shipments that are transported between the Jeka Transport Warehouse and All Chicago Area Hotels, Merchandise Mart and Donald E. Stevens Center.

\*\*\* Column C rates apply to shipments that are picked up and delivered within a fifty (50) mile radius of Chicago, IL.

\*\*\* Column D rates apply to each shipment when two or more shipments are being picked-up together and all shipments are consigned to the same destination.

Marshalling Yard Usage Fee: Up to 1000 lbs: \$13.75 1001 lbs and Up \$20.00

Marshalling Yard Scaling Fee (Inbound Only) LTL \$165.75 Trailer Load: \$20.00

Continued on next page

ISSUED DATE	March 21, 2007	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	March 26, 2007		
Correction No.	248		

PYLE 101-A

Original Page 2-42E

THE PYLE CORPORATION t/d/b/a A. DUJE PYLE, INC.

ITEM 750-12 @

**PICK UP OR DELIVERY**

**Convention Exhibit Pickup or Delivery – Midwest States Cont'd.**

Freight Forwarders

Accessorial charges apply to Freight Forwarders Rates.

	Up to 1000 lbs	1001 to 3000 lbs	3001 lbs & Over
O.T. Pick-up Inside P/U or Delivery Same Day Service	\$65.00	\$95.00	\$125.00
Extra Stop Charge		\$85.00	
Paperwork charge		\$35.00	
Show to Show Charge		\$95.00	

ISSUED DATE	March 21, 2007	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	March 26, 2007		
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PYLE 101-A

10<sup>th</sup> Revised Page 2-43  
 cancels 9<sup>th</sup> Revised Page 2-43

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 753 - 1**

**PICK UP OR DELIVERY SERVICE - CONSTRUCTION SITES**

When carrier picks up or delivers freight to a construction sites an additional charge of \$39.00 will apply in addition to all other lawful charges.

**ITEM 753 - 2 PICK UP OR DELIVERY SERVICE - PRIVATE RESIDENTIAL APPOINTMENT**

When carrier picks up or delivers freight to a private residence, apartment, camp or condominium or self (mini/you) storage units an additional charge of \$48.50 will apply in addition to all other lawful charges.

Item 647 of this tariff will not apply when the provisions of this item are applied

**ITEM 753 – 3 PICK UP OR DELIVERY SERVICE - New York Zips 100 thru 102 Metropolitan Charge**

When carrier delivers freight to the New York area encompassing zip codes 100 through 102 a flat arbitrary charge of \$50.00 will be applicable on all shipments.

**ITEM 753 – 5 PICK UP OR DELIVERY SERVICE – Province Newfoundland Canada**

When Carrier picks up or receives a shipment tendered from / to the Province of Newfoundland Canada the following surcharge shall apply:

4.8 percent on freight charges subject to a maximum charge of \$218.00

**ITEM 754**

**PICKUP OR DELIVERY SERVICE - OTHER THAN NORMAL BUSINESS HOURS**

When consignor or consignee requests pick up or delivery service at a time other than normal business hours the following charges will apply in addition to all other lawful charges.

\$ 78.00 per hour but not less than \$ 156.00 per trip.

Note A: For this item normal business hours shall be Monday through Friday, 6:00 AM through 6:00 PM.

Note B: Time shall be computed as the time the driver is dispatched from the terminal to the time driver either returns to the terminal or is dispatched to another location.

Note C: Item 756 will take precedence over this item when a holiday falls on what would otherwise be a normal working day

**ITEM 753 - 4(C) Formerly shown not carried forward is here on cancelled.**

ISSUED DATE:	February 15, 2010	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
EFFECTIVE DATE:	March 1, 2010		
Correction No.	306		

PYLE 101-A 6<sup>th</sup> Revised Page 2-44  
cancels 5<sup>th</sup> Revised Page 2-44

**THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.**

**ITEM 756 (N) PICKUP OR DELIVERY SERVICES - SATURDAYS, SUNDAYS OR HOLIDAYS**

When consignor or consignee request carrier to pickup or deliver freight on Saturdays, Sundays and holidays, such service will be performed subject to the following provisions:

1. The following charges will be assessed in addition to all other lawfully applicable rates and charges:

	Rate per man per hour or fraction thereof	Minimum Charge
Saturdays (other than holidays)	\$ 87.50	\$ 525.00
Sundays	\$ 93.50	\$ 575.00
Holidays	\$ 99.50	\$ 625.00

2. Time shall be computed upon notification of the drive to the responsible representative of the consignor or consignee that the vehicle or vehicles is/are available for loading or unloading at premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery, as the case may be.
3. Consignor or consignee may request carrier to place or pickup an empty trailer (vehicles without power units) on Saturdays, Sundays or Holidays even though the actual pickup and/or delivery of freight may occur on a day other than Saturdays, Sundays or holidays. The charge for this service will be the applicable minimum charges per man per day shown above.
4. Carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or holidays. If a delivery date is specified on the bill of lading and shipping order and it is a Saturday, Sunday or holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.
5. Charges may either be paid by the party requesting the service or guaranteed to the satisfaction of carrier before pickup or delivery will be made.

Provisions of Item 756 Carried forward from Page 2-43.

**ITEM 800 PROPORTIONAL RATES**

Proportional rates apply on shipments which are transported from one consignor at a single point of origin, to one consignee at a single point of destination without change in the shipment as a unit, between the primary point of origin and the final destination, and under an arrangement between connecting common carriers subject to the Surface Transportation Board for continuous through transportation.

**ITEM 810 PROTECTIVE SERVICE**

1. Protection of shipments against heat or cold will not be furnished unless specific arrangements therefore are made in advance of tender and request therefore is endorsed on the bill of lading and shipping order and container by the consignor. Such endorsement by the consignor must specify the temperature required in either Fahrenheit or Celsius (centigrade) scale. Temperature endorsements will be considered as being Fahrenheit unless otherwise specified by the shipper as being in Celsius (centigrade).
2. Carrier will accept shipments requiring protection against heat or cold subject to the availability of proper equipment and facilities.
3. When a shipper indicates on the bill of lading "protection from freezing is required" the carrier will only be liable to protect against a freezing mark of 32 degrees Fahrenheit or zero degrees Celsius (centigrade) or lower unless a higher freezing point is specifically requested.
4. The charge shall be 12 percent of the net freight charges subject to a minimum charge of \$15.00.
5. The charge shall be \$15.00 for shipments moving within the United States.

ISSUED DATE	December 8, 2009	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 2010		
Correction No.	302		

PYLE 101-A

5<sup>th</sup> Revised Page 2-45  
 cancels 4<sup>th</sup> Revised Page 2-45

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 820 (N)**

**RECONSIGNMENT OR DIVERSION**

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

**SECTION 1 - Definitions or Reconsignment or Diversion**

For the purpose of this item, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

1. A change in the name of the consignor or consignee.
2. A change in the e place of delivery within the original destination point.
3. A change in the destination point.
4. Request to have shipment returned to point of origin.
5. Instructions received by carrier prior to receipt of shipment.

**SECTION 2 - Conditions**

1. Request for reconsignment must be made in writing or confirmed in writing by mail or electronic means. The carrier must be satisfied that the party making request has authority to do so and will guarantee all accrued freight charges.
2. Carrier will make a diligent effort to execute a request for reconsignment, but not be responsible for if such service is not affected.
3. Only entire shipments not portions of shipments may be reconsigned.
4. Instruction for reconsignment of C.O.D. shipments will be accepted only from the consignor.

**SECTION 3 - Charges**

Reconsignment defined in Section 1 will be subject to the following charges:

Condition:	Charge
Reconsignment results in no change in delivery address; or Reconsignment point is within the scope of the original delivery driver prior to original delivery attempt	\$ 20.00
Reconsignment occurs prior to freight being loaded for delivery (waiting on delivery dock for appointment, etc) and is within the scope of the original delivering terminal.	\$20.00 (C) Shipment shall be subject to a reconsignment fee of 800 cents per hundredweight subject to a minimum charge of \$55.00
Reconsignment occurs on the same day as original delivery attempt and is within the delivery scope of the delivering driver	(C) 800 cents per hundredweight subject to a minimum charge of \$55.00 but not more than \$250.00 per shipment.
Reconsignment occurs after original delivery attempt within the scope of the delivering driver but delivery cannot be affected within the same day; or Reconsignment occurs after freight is loaded for delivery and it is not within the delivery scope of the original delivering driver or terminal; or Reconsignment occurs after delivery attempt and new delivery point is not within scope of the original delivering driver or terminal.	(C) 800 cents per hundredweight subject to a minimum charge of \$55.00.  @ Shipments moving less than 50 miles shall be subject to a maximum charge equal to the original freight charge.
	@ Shipments returning to point of origin shall be subject to a charge equal to the original freight charge.

Note A: All shipments for export not directly consigned at origin to an export pier, dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item. The provisions of section 2 will not apply.

Note B: Once freight is loaded off the origin terminal dock it is considered loaded for delivery. This includes freight loaded on line-haul trailers.

ISSUED DATE	November 9, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	November 16, 2009		
Correction No.	297		

**ITEM 820-1 (N)**

**RECONSIGNMENT OR DIVERSION ON SHIPMENTS WHICH ORIGINATE OUTSIDE SCOPE OF CARRIER'S DIRECT SERVICE AREA**

**A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:**

SECTION 1 - Definitions or Reconsignment or Diversion

For the purpose of this item, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

1. A change in the name of the consignor or consignee.
2. A change in the place of delivery within the original destination point.
3. A change in the destination point.
4. Request to have shipment returned to point of origin.
5. Instructions received by carrier prior to receipt of shipment.

SECTION 2 - Conditions

1. Request for reconsignment must be made in writing or confirmed in writing by mail or electronic means. The carrier must be satisfied that the party making request has authority to do so and will guarantee all accrued freight charges.
2. Carrier will make a diligent effort to execute a request for reconsignment, but not be responsible for if such service is not affected.
3. Only entire shipments not portions of shipments may be reconsigned.
4. Instruction for reconsignment of C.O.D. shipments will be accepted only from the consignor.

SECTION 3 - Charges

Reconsignment defined in Section 1 will be subject to the following charges:

Condition:	Charge
Reconsignment results in no change in delivery address; or Reconsignment point is within the scope of the original delivery driver prior to original delivery attempt;	\$ 20.00
Reconsignment occurs prior to freight being loaded for delivery (waiting on delivery dock for appointment, etc.) and is within the scope of the original delivering terminal.	\$20.00 (C) Shipment shall be subject to a reconsignment fee of 800 cents per hundredweight subject to a minimum charge of \$55.00
Reconsignment occurs on the same day as original delivery attempt and is within the delivery scope of the delivering driver.	(C) 800 cents per hundredweight subject to a minimum charge of \$55.00 but not more than \$250.00 per shipment.
Reconsignment occurs after original delivery attempt within the scope of the delivering driver but delivery cannot be affected within the same day; or Reconsignment occurs after freight is loaded for delivery and it is not within the delivery scope of the original delivering driver or terminal; or Reconsignment occurs after delivery attempt and new delivery point is not within scope of the original delivering driver or terminal.	(C) 800 cents per hundredweight subject to a minimum charge of \$55.00.
	@ Shipments moving less than 50 miles shall be subject to a maximum charge equal to the original freight charge. @ Shipments returning to point of origin shall be subject to a charge equal to the original freight charge.

Note A: All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item. The provisions of Section 2 will not apply.

Note B: Once freight is loaded off the dock it is considered loaded for delivery. This includes shipments loaded on line-haul trailers.

Note C: On shipments being reconsigned to a point outside the scope of Pyle direct service area the published rates found in Section 6 of Pyle 500 Series will apply discount to equal the original discount percent.

Provisions formerly contained herein, not carried forward are hereon cancelled.

ISSUED DATE	November 9, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.	298		

PYLE 101-A

6<sup>th</sup> Revised Page 2-46  
 cancels 5<sup>th</sup> Revised Page 2-46

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 830**

**REDELIVERY**

When a shipment is tendered for delivery and through no fault of carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

1. If one or more additional tenders or final delivery of the shipment are made at consignee's place, the charge per delivery attempt shall be 800 cents per hundredweight subject to a minimum charge of \$55.00, but not greater than the original freight charges.
2. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, the following charges will be assessed:  
  
100 cents per hundredweight, subject to a minimum charge of \$25.00 and a maximum charge of \$250.00.
3. All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of carrier, by the party or parties requesting redelivery before the shipment is redelivered.

Provisions not carried forward are hereon cancelled.

**ITEM 848**

**RELEASED VALUE**

Rates named in tariffs governed by this tariff will be subject to a maximum released valuation of not exceeding \$10.00 per pound unless specifically stated differently on the bill of lading or shipping order in accordance with specific classification listing(s) in the National Motor Freight Classification, issued by National Motor Freight Traffic Association, Inc., Agent.

In the event of loss or damage the Carrier's liability will be determined for each package lost or damaged by multiplying the weight of such package by a maximum of \$10.00 per pound. In no case will Carrier's liability exceed \$100,000.00 per incident.

**ITEM 848-1 @**

**RELEASED VALUE – MAXIMUM LIABILITY – LIGHT BULBS AND TUBES**

Commodities described in the National Motor Freight Classification 100 series as incandescent, fluorescent or other types of light bulbs or tubes will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound per package.

In the event of loss and/or damage to any shipment, Pyle's liability will not exceed 10 cents per pound for the portion of a shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation, such items will be considered to be released by the shipper at a value of 10 cents per pound, per item, per package, per shipper.

ISSUED DATE:	July 27, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.	288		

PYLE 101-A

11<sup>th</sup> Revised Page 2-46A  
 cancels 10<sup>th</sup> Revised Page 2-46A

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 848-2 (N)**

**RELEASED VALUE (USED AUTO PARTS)**

Commodities described in Items 17800 thru 20140 of the NMFC, other than new @or reconditioned, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound. In the event of loss and/or damage to any shipment, Pyle's liability will not exceed 10 cents per pound for the portion of the shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation, such items will be considered to be released by the shipper at a value if 10 cents per pound, per item, per package, per shipment. Failure of the consignor to declare that a commodity is "used" shall not alter the application of this item.

Note: Not applicable on commodities named in the NMFC 100 series which provide for specific released value provisions.

**ITEM 848-3**

**RELEASED VALUE - USED ARTICLES**

Commodities described in the National Motor Freight Classification 100 series as other than new or reconditioned, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 50 cents per pound. In the event of loss and/or damage to any shipment, Pyle's liability will not exceed 50 cents per pound for the portion of a shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation, such items will be considered to be released by the shipper at a value of 50 cents per pound, per item, per package, per shipper. Failure of the consignor to declare that a commodity is "used" shall not alter the application of this item.

Note A: Not applicable on commodities named in the NMFC100 series which provide for specific released value provisions.

Note B: Provisions named in this item will NOT apply when the provisions of Item 848-2 have application.

ISSUED DATE	December 8, 2009	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 2010		
Correction No.	303		

THE PYLE CORPORATION t/d/b/a A. DUIE PYLE, INC.

**ITEM 848-4**

**RELEASED VALUE- Full Value Insurance**

At the carrier's discretion, if a customer wishes to purchase full value insurance coverage the following rules and charges will apply:

1. The shipper must request this coverage in writing on the bill of lading at the time of the shipment providing the (C) value of the goods to be insured.

@ To activate coverage on shipments tendered under an A. Duie Pyle, Inc billing of lading, check the Full Value Insurance coverage box and clearly indicate the value to insure in the space provided. Full Value Insurance coverage will not be provided unless both the value of the goods to be insured is provided on the Bill of Lading and the Full Value Insurance box on the Bill of Lading is checked.

2. The insurance will cover 110% of the invoice value of the goods, subject to a maximum of \$250,000.00 per shipment.

3. Bill of Lading must be noted as follows:

"Full Value Insurance Coverage Requested – (C) Value to Insure: \$ \_\_\_\_\_ "

Example:

To request Full Value Insurance Coverage, on a shipment with an invoice value of \$35,000.00, the shipper must show the following on the bill of lading

"Full Value Insurance Coverage Requested – (C) Value to Insure \$35,000.00."

4. PYLE will assess a charge of \$ .55(A) per \$100 of 110% of the value (as stated on the bill of lading), subject to a minimum charge of \$30.00 per shipment. Charges are to be paid by the party responsible for the payment of the otherwise applicable freight charges

Example:

Invoice Value declared on freight bill \$35,000

Amount of coverage = \$35,000 plus 10% = \$38,500.00

Charge at \$.55(A) per \$100: \$38,500.00 = 385 (\$100 units);

385 multiplied by \$.50 = \$211.75(A) Full Value Insurance Coverage Fee

5. Insurance coverage will exclude rust, oxidation, and discoloration. This is first dollar coverage and does not exempt loss and/or damage cause by Force Majeure conditions.
6. Goods Excluded: Household Goods and Personal Effects; Antiques; Fine artwork paintings, drawings statues, rare books and other works of art; Fine jewelry, fine watches; Precious stones, diamonds; Precious metals and bullion (Gold, platinum, silver, and other precious metals or articles); Money and currency; Accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers, or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings; Recorded or electronic data and media; Used equipment and machinery; Contraband or property in the course of illegal transportation or trade; Furs; Live animals.
7. Perils Excluded: Nuclear exclusion (see ¶.8) Delay; loss of market; loss of use; Interruption of business, or any consequential loss; Mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration; Neglect of the Assured to use all reasonable means to save and preserve the property at the time of or after any loss of damage.
8. Nuclear exclusion: This company shall not be liable for loss, damage, or expense arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination, all whether controlled or uncontrolled, occurring while said property is within the United States or arising from a source therein, and whether the loss, damage or expense be proximately or remotely caused thereby, or be in whole part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this Policy.
9. Insurance coverage on electronics will be limited to visible physical damage caused by shipment and will exclude hidden electrical and electronic failure

ISSUED DATE	February 15, 2010	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
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Correction No.	305		

PYLE 101-A 4<sup>th</sup> Revised Page 2-47  
cancels 3<sup>rd</sup> Revised Page 2-47

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 885** **SINGLE SHIPMENT CHARGE**

A prepaid single shipment of fewer than 500 pounds picked up at one time and place unaccompanied by any other shipment from the same pickup site will be subject to a single shipment pickup charge of \$10.00 in addition to all other applicable charges.

The single shipment charge is not subject to discounts. The driver will notate "single shipment" on all bill of lading copies or the freight bill label sticker when such shipments are tendered.

If a lower total charge results from rating the shipment as 500 pounds, this charge will not apply.

Single shipment charge will not apply on shipments tendered to A. Duie Pyle by the shipper at A. Duie Pyle's terminal dock

**ITEM 890-1** **SPECIAL SERVICES**  
**DEMURRAGE OF TRAILER ON FLAT CAR CONTAINERS RECEIVED FROM OR DELIVERED TO RAILROADS**

Carrier will hold trailer on flat car containers either empty or loaded for a period of 48 hours awaiting instructions from consignor, consignee or railroad. After 48 hours free time, a charge of \$90.00 per day will be assessed for each trailer on flat car container held by carrier.

**ITEM 890-2** **SPECIAL SERVICES - DOCK RECEIPTS NOT FURNISHED BY CONSIGNOR**

On export, coastwise or intercoastal shipments consigned to piers or wharves, when dock receipts and other necessary documents are not furnished by the consignor at the time of shipment and must be obtained from the steamship company or other responsible party an additional charge of \$20.00 per shipment will be assessed in addition to all other lawfully applicable rates and charges.

**ITEM 890-3** **SPECIAL SERVICES - HANDLING HAZARDOUS MATERIALS**

Carrier will handle hazardous materials providing shipper complies with all regulations as outlined by the Department of Transportation. The shipping order must contain a certified statement that the articles are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation. This certification must be signed by shipper.

A charge of \$12.00 will be applied to the shipment in addition to all other lawfully applicable rates and charges.

(C) Provisions of Items 890-4, 890-5, 890-6, 890-6.1 formerly shown on this page are now found on Page 2-47A

ISSUED DATE	July 27, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
EFFECTIVE DATE	August 3, 2009		
Correction No.	290		

PYLE 101-A

3<sup>rd</sup> Revised Page 2-47A  
 cancels 2<sup>nd</sup> Revised Page 2-47A

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

**ITEM 890-4 SPECIAL SERVICES - EQUIPMENT SPOTTED AT REQUEST OF SHIPPER OR CONSIGNEE**

If a shipper or consignee requests carrier to spot an unattended trailer at a specified location until loading or unloading has been completed, carrier shall apply the flat charge listed below which is based on the mileage from carrier's terminal to the location where the equipment is spotted.

0 - 19 miles*	\$ 60.00	40 - 49 miles	\$ 135.00
20 - 29 miles	\$ 85.00	50 miles or more	\$ 135.00 plus an additional \$25.00 for every
30 - 39 miles	\$ 110.00		ten (10) miles or fraction thereof.

Charges in Item 501 and Item 756 will also be applicable.

\* Destination of mileage will be based on the Three-Digit Zip Code Mileage Guide HGB 105 Series issued by the Household Goods Carriers' Bureau Agent.

**ITEM 890-5 SPECIAL SERVICES - PUMPING**

When carrier is requested to pump liquid from 55 gallon drums into holding tank the charge shall be \$10.00 per drum and subject to a minimum charge of \$30.00 per shipment.

**ITEM 890-6 SPECIAL SERVICES - PUMPING**

When carrier is requested to pump liquid from Mini Port-A-Feed into holding tank, the charge shall be \$26.00 per Mini Port A Feed subject to a Minimum Charge of \$31.00. When shipments originates in New Jersey or delivered to Pyle Dock, West Chester, PA (Interstate)

**ITEM 890-6.1 SPECIAL SERVICES - PUMPING (NITROGEN GAS CONSUMPTION)**

When carrier is requested to pump liquid from Mini Port-A-Feed into holding tank, a nitrogen gas consumption fee of \$6.45 per mini port-a-feed delivered shall be charged in addition to all other lawful charges. When shipment originates in New Jersey or delivered to Pyle Dock, West Chester, PA.

**ITEM 890-7 (A) SPECIAL SERVICES REFRIGERATED SERVICE**

When at the request of the consignee or consignor, the carrier provides temperature controlled equipment services, the charge for such service will be 150 percent of (C) Section 6, PYLE 500 Series with a Minimum Charge of \$650.00 per shipment.

The provisions found in Items 750-6 and 756 of this tariff will also apply to this item, if applicable.

(C) Provisions of Item 890-8 formerly shown on this page are now found on Page 2-47B.

ISSUED DATE:	July 27, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
EFFECTIVE DATE:	August 3, 2009		
Correction No.	291		

PYLE 101-A Original Page 2-47B

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 890-8** **SPECIAL SERVICES**  
**Time Specific Deliveries - Priority Service**

The customer may request **PYLE PRIORITY SERVICE** by notifying the Pyle Priority Customer Service Representative. This service provides a guarantee that the shipment will deliver within the standard number of days established for the A. Duie Pyle transit time between the origin and destination points listed on the bill of lading. The standard transit time will be that listed on the A. Duie Pyle web page, [www.aduiepyle.com](http://www.aduiepyle.com) on the day the shipment is tendered. Only points that A. Duie Pyle provides direct service are included. The five digit zip codes will establish the points of origin and destination. Should A. Duie Pyle not tender or make the shipment available for delivery within the standard transit time, an invoice for the shipment will be issued with zero charges.

These charges shall be guaranteed by the party requesting the service

The following schedule of charges applies:

Type of Priority Service	Definition	Less than 5,000 lbs	5,001 thru 10,000 lbs	Over 10,000 lbs
Guaranteed Day	Available for delivery by end of business day (5:00 P.M.) of established delivery standard to any direct point.	\$ 20.00		
Guaranteed A.M.	Available for delivery before 12:00 Noon of established delivery standard to any direct point.	\$ 25.00	\$ 35.00	\$ 50.00
Guaranteed before 10:00 A.M.	Available for delivery before 10:00 A.M. of established delivery standard to any direct point.	\$ 95.00	\$125.00	\$150.00
Guaranteed Express	Delivers on the day and time agreed	Negotiated charge between carrier and the payer of the freight charge.		

A. Duie Pyle will not be liable for any failure to perform its **PYLE PRIORITY SERVICE** or for loss, damage or delay to any of the goods described in the bill of lading when delay is caused by an act of God, public enemies, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, authorities of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act of omission of shipper, consignee, or owner of the goods, or any cause beyond A. Duie Pyle 's control.

Note: **Direct Service** shipments are those shipments that move solely through the A. Duie Pyle system.

ISSUED DATE	July 27, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
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Correction No.	292		

PYLE 101-A

2<sup>nd</sup> Revised Page 2-48  
 cancels 1<sup>st</sup> Revised Page 2-48

THE PYLE CORPORATION t/d/b/a  
 A. DUJE PYLE, INC.

(C) Provisions of Item 890-7 formerly shown on this page are now found on Page 2-47A

**Item 897                      Spot Quote Correction Fee Charge**

The bill of lading of a shipment tendered to the carrier with a predetermined charge using the "spot quote" system must contain the assigned spot quote number. The spot quote number will be given to the shipper at the time of the quote for the purpose of identification. This enables the shipment to be properly charged. If the shipper fails to put the spot quote number on the bill of lading, a charge of \$25.00 will be assessed to the shipment in addition to all other lawful charges. The charge will be assessed to the party responsible for the payment of the freight charges.

ISSUED DATE:	July 27, 2009	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O’Kane, President 650 Westtown Rd – P. O. Box 564 West Chester, PA 19381
EFFECTIVE DATE:	August 3, 2009		
Correction No.	293		

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THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 900      STOPOFFS**

**SECTION 1:      Exceptions**

Unless otherwise provided the provisions of this item are not applicable on freight moving on a C.O.D. basis, or freight consigned to "Order Of" or to "Order Notify".

**SECTION 2:      General Application**

Truckload shipments of freight may be stopped at point of origin or destination or at points intermediate between origin and destination, for completion of loading or for partial unloading under the following conditions that arrangements for multiple pickups or multiple deliveries must be made with the originating carrier before the shipment or any portion thereof is tendered for transportation.

**SECTION 3:      Payment of Freight Charges**

Except for vehicle charges provided in Section 5 of this item, all freight charges must be paid in full at one time by either the shipper or the consignee named in the bill of lading.

**SECTION 4:      Shipping Documents**

1. Only one bill of lading and one shipping order will be issued for the entire shipment.
2. Except as shown in Note D, the bill of lading and shipping order shall show in the space provided therefore, the name of only one consignee and one delivery address and only one shipper and one shipper's address.
3. The name of places or addressed (Note B) at which vehicles are to be stopped for the completion of loading or partial unloading shall be shown either in the body of the bill of lading and shipping order or in a separate paper which shall be attached to and considered part of the shipping document. The body of the bill of lading must refer to such separate paper if used.

**SECTION 5:      Split Pickups or Split Deliveries within Contiguous Plant or Warehouses**

A single shipment may be stopped for partial loading or for partial unloading within contiguous plant or warehouse property subject to the following provisions:

1. When shipment to be picked up is not available for complete loading at the initial pickup stop or the shipment requires delivery at more than one site at final delivery stop, the vehicle will, at the consignor's or consignee's request be moved to not more than two additional loading or unloading sites within the contiguous plant property or premises, provided that any pickup or delivery site is not separated from the preceding pickup or delivery site by more than one public thoroughfare. A vehicle transfer charge of \$34.25 will be assessed for such transfer of the vehicle from one pickup site to another or from one delivery site to another, which charge or charges shall be in addition to all other lawfully applicable rates and charges. Bill of lading and freight bill must bear notation to the effect that split pickup and/or delivery service is requested. Charges are to be paid by the party requesting this service.

Continued on next page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.			

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THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

**ITEM 900      STOPOFFS (Cont'd)**

SECTION 5:      Cont'd

2.      The initial pickup stop and the vehicle transfer to each additional loading site or the final delivery stop and the vehicle transfer to each additional unloading site shall for the purpose of applying the provisions of Section 6 of this item, be considered as a single initial pickup stop or a single final delivery stop and not separate stops and shall apply whether or not any other services are rendered under this item.

SECTION 6:      Number of Stops Allowed

Only three (3) stops, whether for completion of loading or partial unloading or for both purposes, shall be permitted (Notes A to G).

SECTION 7:      Stopoff Charges (Note A)

1.      Except as provided in paragraph 2 of this section, the charge for the first stop shall be \$75.00, the charge for the second stop shall be \$100.00, and the charge for the third stop shall be \$150.00, in addition to the rate provided in Section 8.
2.      On any traffic stopped off at piers or wharves for partial unloading or loading, the charge for each stop in addition to the rate provided for in Section 8 will be \$150.00.

SECTION 8:      Line Haul Charges

1.      Except as provided in paragraph 2 of this section the rate from the original place of shipment to the place of final delivery will apply on the total weight of the shipment (the weight after completion of loading, if a stop for that purpose is made or the weight before the first stop is made for partial unloading, if a stop for that purpose is made).
2.      If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply on the total weight of the shipment, after completion of loading or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply on the total weight of the shipment before any portion is unloaded (Note C).

SECTION 9:      Separate Vehicles for Portions of Shipments

For carrier's convenience, any portion of the shipment may be picked up, transported or delivered in separate vehicles, and all portions of the shipment need not be transported through the stopoff point or points. The same rates and charges will apply as would apply had the original vehicle or vehicles from point of origin actually operated through the stopoff point(s) to final destination.

Concluded on next page.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 191
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THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM 900 STOPOFFS (Cont'd)

SECTION 10: Circuitous Limitations at Intermediate Points

When the through distance from initial origin to final destination is as shown in Column B of this section and the distance shown opposite thereto in Column C is less than the sum of the distances via the stopoff route, also determined from Column B of this section, stopoff is not permitted.

To determine distances from the initial origin to the final destination find the applicable rate basis number in Column A of this section and use the distance opposite thereto in Column B.

To determine the sum of the distances via the stopoff route, find the applicable rate basis numbers (found in PYLE 500 Series in Column A of this section from the initial origin to the first stopoff point and from each stopoff point to the next stopoff point and from the last stopoff point to final destination, and add the distances opposite each such rate basis number in Column B. (For the purposes of this item drop the suffix letter on all rate basis numbers.

RBN			RBN			RBN			RBN			RBN			RBN			RBN					
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			
40	25	31	53	65	81	64	110	138	79	190	238	96	300	375	117	460	575	138	620	775	157	780	975
41	30	38	54	70	88	66	120	150	80	200	250	98	320	400	119	480	600	141	640	800	160	800	1000
43	35	44	56	75	94	68	130	163	83	210	263	101	340	425	122	500	625	143	660	825	163	825	1031
44	40	50	57	80	100	70	140	175	84	220	275	103	360	450	124	520	650	145	680	850	165	850	1063
46	45	56	58	85	106	73	150	188	86	230	288	106	380	475	128	540	675	149	700	875			
47	50	63	59	90	113	74	160	200	87	240	300	109	400	500	130	560	700	151	720	900			
50	55	69	61	95	119	76	170	213	90	260	325	111	420	525	132	580	725	153	740	925			
51	60	75	62	100	125	77	180	225	92	280	350	114	440	550	135	600	750	155	760	950			

- Note A: Three stops are permitted, exclusive of the receipt of the original part of the shipment and the final delivery at destination. The word "stop" as used herein means stopping for the purpose of completing the loading or for partial unloading, not including the receipt of the original part of the shipment nor the final delivery at destination.
- Note B: A party tendering or receiving freight at such places or address shall not be deemed a consignor or consignee.
- Note C: The term "rate" as used in paragraph 2, Section 8 means the amount of freight charges.
- Note D: Export, intercoastal or coastwise traffic may be consigned to an agent of the shipper or consignee who, upon arrival of the freight at carrier's terminal at or nearest to port of export or trans-shipment, shall specify, by attachment to the bill of lading, the pier or piers at which the freight is to be unloaded, in which case, the provisions and charges specified in this item will apply.
- Note E: One stop is permitted, exclusive of the receipt of the original part of the shipment and the final delivery at destination. The word "stop" as used herein means stopping for the purpose of completing the loading or for partial unloading, not including the receipt of the original part of the shipment nor the final delivery at destination.
- Note F: Partial loading and unloading of the same shipment will be permitted only if all stops for loading are completed before stops for unloading are commenced and only when the rate basis number from the initial origin to any stop for partial loading is lower than the rate basis number from the initial origin to any stop at which the shipment from the initial origin to any stop at which the shipment is partially unloaded.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

PYLE 101-A

6<sup>th</sup> Revised Page 2-52  
 cancels 5<sup>th</sup> Revised Page 2-52

THE PYLE CORPORATION t/d/b/a A. DUJE PYLE, INC.

**ITEM 910(C) STORAGE**

Freight, left in the carrier's possession by reason of request or an act or an omission of the consignee, consignor or owner, or for custom clearance or inspection and through no fault of the carrier, will be considered to be stored and will be subject to the following provisions:

1. Storage charges will begin at 7:00 A.M. the third day of business after the freight is received by the carrier. The first day of business being the day the carrier picks up the shipment or the shipment is delivered to the carriers dock.
2. After the unsuccessful attempt to arrange immediate delivery has been made requires the carrier to store the freight more than the free time allowed in paragraph (1), the carrier will immediately notify the consignee or consignor that the freight is on hand and that storage charges are accruing.
3. Freight, stored in the carrier's possession, will be assessed a charge of 125 cents per 100 pounds or fraction thereof, subject to the following minimum and maximum charges:
  - \$ 20.00 - Minimum storage charge per shipment per day.
  - \$ 75.00 - Maximum charge per shipment for each successive 24 hour period.
4. Charges for storage will be for all consecutive days the carrier holds freight and will end the day prior to delivery of the shipment(s) as a result of action by the consignee, consignor, owner or customs official.

@ Note A: After 30 days, the carrier reserves the right to dispose of any freight as salvage, deduct any applicable charges due carrier and refund the remainder (if any) to the appropriate shipper or consignee dependent upon the terms of the Bill of Lading.

Note B(C): The term "day of business" as used in this item is to determine when storage charges are to begin and means Mondays through Fridays, excluding holidays.

**ITEM 910-1 (C) STORAGE-Appointment Deliveries**

When the carrier is required to make an appointment to effect delivery of a shipment the following rules for storage will apply.

1. Delivery of the shipment is to be completed within 3 business days after the carrier's initial attempt to contact consignee or authorized agent to schedule the appointment.
2. If the scheduled delivery date is beyond the 3<sup>rd</sup> business day after the initial attempt for an appointment the shipment will be considered stored and the following charges will apply.
  - 125 cents per 100 pounds or fraction thereof subject to the following minimum and maximum charges:
  - \$20.00 – Minimum storage charge per shipment per day.
  - \$75.00 – Maximum storage charge per shipment for each successive 24 hour period.
3. Charges for storage will be for all consecutive days and will end the day prior to delivery and will be billed to the party authorizing disposition of the shipment.

@ Note A: After 30 days, the carrier reserves the right to dispose of any freight as salvage, deduct any applicable charges due carrier and refund the remainder (if any) to the appropriate shipper or consignee dependent upon the terms of the Bill of Lading.

Note B(C): The term "day of business" as used in this item is to determine when storage charges are to begin and means Monday through Friday excluding holidays.

ISSUED DATE:	February 23, 2007	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Stephen O'Kane, President 650 Westtown Rd. – P. O. Box 564 West Chester, PA 19381-0564
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Correction No.	243		

PYLE 101-A

1st Revised Page 2-53  
cancels Original Page 2-53

THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

**ITEM 957 (N)**

**TOLLS**

Additional Charges From or To Points on Toll Roads

1. Pickup or delivery service at a point located on a highway facility upon which a toll is placed for its use, and requiring payment of such toll by carrier in order to render service, shall be subject to charges provided in paragraph 3.
2. Billing for such charges shall be supported by official receipts or vouchers, in the amounts paid by carrier, and will be advanced for collection from the party responsible for payment of the freight charges.
3. Shipments will be subject to a charge of 150 cents per 100 pounds, minimum charge \$35.00 in addition to all other lawfully applicable rates and charges.

**ITEM 959**

**TRANSFER OF LADING**

1. When shipments subject to AQ, LTL (weighing 2,000 pounds or more) or TL rates cannot be picked up with the vehicle to be used in transporting the shipment over highway, and the carrier is required to render pickup service with a different vehicle such shipments will be subject to the charges of paragraph 4, in addition to all other applicable charges. These charges will be collected from the consignor.
2. When shipments subject to AQ, LTL (weighing 2,000 pounds or more) or TL rates cannot be delivered with the vehicle used in transporting the shipment over the highway, the carrier will notify consignee of this fact in the manner provided in Item 345-1 (Arrival Notice). If the consignee requests carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in paragraph 4, in addition to redelivery charges when performed, and all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee.
3. When consignor or consignee requests that shipments subject to AQ, LTL (weighing 2,000 pounds or more) or TL rates be picked up or delivered on a vehicle other than that vehicle used in transporting the shipment over the highway, the charges in paragraph 4 will apply. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting service.
4. The charge for the weight of the lading transferred shall be 92 cents per 100 pounds (Note A).

Note A: Subject to a minimum charge of \$138.28 for each transfer on truckload shipment. Each vehicle required for original pickup and/or final delivery will be considered a separate transfer.

**ITEM 960**

**TRANSFER OF SERVICE**

Joint rates or proportional rates include all charges for drayage or other transfer services at intermediate transfer points on shipments handled through and not stopped for special service at such intermediate transfer points.

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Correction No.	195		

PYLE 101-A

5th Revised Page 2-54  
 cancels 4<sup>th</sup> Revised Page 2-54

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 985**

**VEHICLES FURNISHED BUT NOT USED**

1. When carrier, upon receipt of a request to pickup a truckload shipment or to furnish a vehicle for expedited service or for the exclusive use of a consignor or 3<sup>rd</sup> party, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used, a charge will be assessed against the consignor making such a request as follows:

Carrier shall apply the flat charge listed below which is based on the mileage from carrier's terminal to the location where the equipment is ordered.

0 to 9 miles	\$ 80.00
10 to 29 miles	\$ 105.00
30 to 39 miles	\$ 135.00
40 to 49 miles	\$ 155.00
50 or more	\$ 155.00 plus additional \$25.00 for every ten miles or fraction thereof.

\* - Determination of mileage will be based on the three-digit Zip Code mileage guide HGB 105-Series, issued by Household Goods Carriers' Bureau, Agent.

2. The following charge will be assessed in addition to all other lawfully applicable rates and charges:

- A. On Saturdays, other than a holiday - \$50.00 per man per hour or fraction thereof subject to a Minimum Charge per man per day of \$425.00.
- B. On Sundays - \$59.00 per man per hour or fraction thereof subject to a Minimum Charge of \$500.00 per man per day.
- C. On holidays - \$80.00 per man per hour or fraction thereof subject to a Minimum Charge of \$600.00 per man per day.

Note A: Accrual of these charges will terminate when carrier is notified that the vehicle will not be used.

Note B: There will be an additional charge of 15.00 per 15 minutes or fraction thereof for delay of carrier's vehicle after 30 minutes of free time.

**ITEM 985-1 (C)**

**VEHICLE FURNISHED BUT NOT USED**  
**ORDER FOR PICKUP RECEIVED BUT NOT USED (LTL)**

A consignee, consignor or 3<sup>rd</sup> party orders a pickup to be made and then fails to have a shipment when the truck arrives, will be assessed a charge of \$75.00 @ (Note)

If this occurs on Saturdays, Sundays or Holidays, the existing items pertaining to Saturdays, Sundays and Holidays will also apply.

@ Note: When the pick up is attempted at New York Zip 114 the charge shall be (R) \$35.00.

Abbreviations, reference marks and notes can be found in Section 4.

Issued Date:	March 21, 2007	Abbreviations and reference marks and notes can be found in Section 4	Issued By: Peter A. Latta, President 650 Westtown Rd. - P. O. Box 564 West Chester, PA 19380
Effective Date:	March 26, 2007		
Correction No.	250		

PYLE 101-A

3rd Revised Page 2-55  
 cancels 2<sup>nd</sup> Revised Page 2-55

THE PYLE CORPORATION t/d/b/a  
 A. DUIE PYLE, INC.

**ITEM 990 WEIGHING AND WEIGHTS - TRUCKLOAD MINIMUM WEIGHTS**

1. Except as otherwise specifically provided in commodity items, the terms "truckload", "truckload shipments" and "truckload basis" shall mean any shipment - moving at rates subject to truckload minimum weights, and the truckload minimum weight on articles subject to class rates, discounts expressed as a percentage of class rates charges and column commodity rates expressed as a percentage of class rates, shall be:

- A. 20,000 pounds on articles rated Class 100 or lower.
- B. 20,000 pounds on articles rated Class 100 or higher, rated at the applicable Class 100 rate.

2. Except where otherwise specifically provided, in commodity items, truckload commodity rates published in tariffs governed by this tariff will be subject to a minimum weight of 20,000 pounds.

**ITEM 990-1 WEIGHING AND WEIGHTS**

Whenever carrier is requested by shipper or consignee to weigh any vehicle empty and loaded to determine the weight of a shipment, the charge for such service will be \$20.00 per vehicle (NOTE A). The charge is to be paid by the party requesting the service.

Note A: The charge named will not apply when carrier has available and is permitted to use its own scales.

**ITEM 990-2 (C) WEIGHING AND WEIGHTS (LTL)**

Whenever carrier is required to weigh @/reweigh and or inspect a shipment because the weight or description is not shown @or described on the bill of lading at time of pickup, a charge of \$12.50 per shipment. This charge is to be applied on prepaid shipments only.

**ITEM 992 WEIGHT VERIFICATION**

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made which in the custody of the carrier. If the difference between the billed weight and the actual weight is less than five (5) percent, a charge of \$20.00 per shipment or per vehicle, if more than one vehicle is used to transport the shipment, will be made for furnishing such verification. This charge is to be paid by the party requesting this service.

ISSUED DATE	July 20, 2004	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	August 1, 2004		
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PYLE 101-A

1<sup>st</sup> Revised Page 3-01  
cancels Original Page 3-01THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM	COMMODITY	NMFC ITEM	100 SUB	Classes (Exceptions)
2130	Canceled. No further application			
2140	Canceled. No further application.			

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ISSUED DATE	February 27, 2002	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY:	
EFFECTIVE DATE	March 1, 2002		Peter A. Latta, President	
Correction No.	103		650 Westtown Rd – P O Box 564 West Chester, PA 19381	

PYLE 101-A

1<sup>st</sup> Revised Page 3-02  
cancels Original Page 3-02THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM	COMMODITY	NMFC ITEM	100 SUB	Classes (Exceptions)
2600 (C)	Canceled. No further application.			
3580	CELLULOSE FILM (Transparent sheets of not nitrated cellulose film such as commonly used for wrapping purposes), or cellulose film combined or coated with plastic other than cellulose, not printed in rolls exceeding 8 1/2 inches in diameter, or in sheets not further processed than cut to size: MINIMUM WEIGHT 20,000 POUNDS	48130	1	50
8655	HOSE, rubber, reinforced with fabric or wire with or without attached fittings, with or without metal or armor sheathing, in packages on pallets, have a density of 6 pounds per cubic foot or greater, as embraced in	100120		55
9400 (C)	Canceled. No further application.			

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ISSUED DATE	February 27, 2002	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	March 1, 2002		
Correction No.	101		

PYLE 101-A

1<sup>st</sup> Revised Page 3-03  
cancels Original Page 3-03THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM	COMMODITY	NMFC ITEM	100 SUB	Classes Exceptions
9790 (C)	Canceled no further application			
10700 (C)	Canceled no further application			

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ISSUED DATE	February 27, 2002	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381	
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Correction No.	100			



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1<sup>st</sup> Revised Page 3-05  
cancels Original Page 3-05THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

ITEM	COMMODITY	NMFC ITEM	100 SUB	Classes Exceptions
10710 (c)	Cancelled no further application			
10730 (C)	Canceled no further application			

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ISSUED DATE	February 27, 2002	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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Correction No.	98		

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2<sup>nd</sup> Revised Page 3-06  
cancels 1<sup>st</sup> Original Page 3-06THE PYLE CORPORATION t/d/b/a  
A. DUIE PYLE, INC.

ITEM	COMMODITY	NMFC ITEM	100 SUB	Classes Exceptions
11100	PLASTIC MATERIALS GROUP: Film or sheeting, not woven, other than cellulose, other than transparent, printed or not printed having a density of 6 pounds or less per cubic foot. Film or sheeting, other than cellulose, printed, NOI, or not printed, embossed or not embossed (Note A)  MINIMUM WEIGHT 20,000 POUNDS	156830  156830	  1	AQ, 150  50
@11105	SEEDS: Alfafa, Canary, Caraway, Cardamon, Clover, Cotton, Flzx (Linseed), Flower or Garden, Grass, Grass Seed, Millet, Mustart, Niger, Rape, Safflower, Seed Beans, Seed Corn, Seed Peas, Seed Grain, Seeds, Sesame, Sudan Grass, Sugar Beet, Sunflower, Timothy, Tomato, Tree, Vetch  ** Applicable only when RVNX is equal to or less than \$0.70 per pound	172750 thru 174002		50 ** 70

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ISSUED DATE	July 19, 2005	Abbreviations, reference marks and notes can be found in Section 4	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	July 25, 2005		
Correction No.	191		

PYLE 101-A

Original Page 4-01

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

Abbreviation	Explanation	Abbreviation	Explanation
AQ	Any Quantity	lbs	Pound or pounds
&	and	LTL	less than truckload
Ave	Avenue	Ltd	Limited
Blvd	Boulevard	MC	Motor Carrier
Bldg	Building	Mfg	Manufacturing
Bros	Brothers	Min	Minimum
Co	Company	Mt	Mount, Mountain
COD	Collect on Delivery	N	North
Corp	Corporation	(N_)	Note (as N1) in Note 1
Cu	Cubic	NMFC	National Motor Freight Classification
cwt	100 pounds	NOI	Not more specifically described herein or in the NMFC
\$	dollar	PO	Post Office
E	East	RBN	Rate Basis Number
etc	and so forth	Rd	Road
e.g.	for example	S	South
ft	foot - feet	St	Street
i.e.	that is	TL	Truckload
in	inch or inches	US	United States
Inc	Incorporated	Wt	Weight
ICC	Interstate Commerce Commission	W	West
L5C	Less than 500 pounds	10M	10,000 pounds or more
M5C	500 pounds or more	20M	20,000 pounds or more
M1M	1,000 pounds or more	30M	30,000 pounds or more
M2M	2,000 pounds or more	40M	40,000 pounds or more
M5M	5,000 pounds or more		

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ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

PYLE 101-A Original Page 4-02

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

Reference Marks	Explanation	Reference Marks	Explanation
(A)	Denotes increase.		
(C)	Denotes change.		
(N)	Denotes no change in rate.		
(R)	Denotes reduction.		
@	Denotes new or addition		

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
EFFECTIVE DATE	January 1, 1995		
Correction No.			

PYLE 101-A

Original Page 4-03

THE PYLE CORPORATION t/d/b/a  
A. DUJE PYLE, INC.

Item	Definition
Truckload weight break	Shipments rated at the 20,000, 30,000 or 40,000 pound rates.

ISSUED DATE	December 1, 1994	Abbreviations, reference marks and notes can be found in Section 4.	ISSUED BY: Peter A. Latta, President 650 Westtown Rd – P O Box 564 West Chester, PA 19381
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