

**TARIFF MLXP 190**



MC-121649

**RULES**

**CHARGES FOR TERMINAL AND SPECIAL SERVICES**

**AND**

**EXCEPTIONS TO RULES OF GOVERNING CLASSIFICATION**

THIS TARIFF APPLIES ONLY IN CONNECTION WITH TARIFFS MAKING REFERENCE TO THE MLXP NUMBER HEREOF

Unless otherwise provided, exceptions to rules of the National Motor Freight Classification herein take precedence over those published in the National Motor Freight Classification.

**RULES TARIFF**

For reference to governing classification and governing publications, see Item 100.

**EFFECTIVE NOVEMBER 1, 1998**

ISSUED BY  
**MERLE DANIELS**  
DIRECTOR OF TRAFFIC  
P. O. BOX 699  
MILAN, TENNESSEE 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

CHECK SHEET OF TARIFF PAGES AND SUPPLEMENTS

All of the pages contained in this tariff are listed consecutively by number and revision number, the pages of this tariff, and the supplements to the tariff listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "0" in the revision column indicates an original page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
TITLE	0	19	4	39	3	55	2
* 1	33	20	5	40	5	55A	0
2	15	21	3	41	3	56	4
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7	0	27	0	46	3	61	0
8	0	28	3	46A	1	62	0
9	0	29	0	47	9	63	0
10	0	30	0	48	4	64	0
11	0	31	1	49	1	65	0
12	0	32	0	50	0	66	0
13	4	33	0	51	0	67	0
14	0	34	0	52	4	68	0
15	0	35	0	53	10	69	0
*16	3	36	4	54	7	70	0
17	1	36A	2			71	0
18	4	37	4				
18A	0	38	6				

EFFECTIVE SUPPLEMENTS  
NONE

\* - Indicates revision this date.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 10, 2010

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

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For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE SEPTEMBER 20, 2010

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

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For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

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See Individual Items for Application of Rules and Charges

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Construction Site.....	753	47, 48	\$3.50/60.00/350.00
Correctional Facility.....	750-05	46A	\$3.50/60.00/350.00
Detention Facility.....	750-05	46A	\$3.50/60.00/350.00
Florida Keys.....	562	36A	...
Military Bases or Camps.....	750-05	46A	\$3.50/60.00/350.00
Gatlinburg, Pigeon Forge & Sevierville, TN.	750-13	47	\$24.00
General Application.....	750	45, 46	...
Georgia points.....	750-10	47	\$26.00
Mines.....	751	47	\$0.75/\$0.50/\$30.00
Non-Commercial Location.....	753	47, 48	\$3.50/60.00/350.00
North Carolina points.....	750-10	47	\$26.00
Piers or Wharves.....	10105	62	\$0.90/\$75.00
Private Residence.....	753	47, 48	\$3.50/60.00/350.00
Saturdays, Sundays or Holidays.....	754	48	\$70.00/\$250.00
Scheduled Appointment.....	485	20	\$67.00/\$206.00
South Carolina points.....	750-10	47	\$26.00
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For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

TABLE OF CONTENTS  
See Individual Items for Application of Rules and Charges

SUBJECT	ITEM	PAGE	ACCESSORIAL CHARGE (See Item for Application)
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Undelivered Freight.....	345	11	\$8.50
Undelivered Returned Shipment.....	980	59	...
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At Piers or Wharves.....	10105	62	\$ .90/\$75.00
By Carrier's Driver--TL Shipments.....	578-05	40	\$150.00
By Consignee.....	578 - 578-01	39,40	...
Prearranged Scheduling of.....	503	30	....
Use of Vehicle at Destination.....	501-01	29	\$75.00/\$100.00/\$150.00
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Vehicle Furnished But Not Used LTL.....	985-25	60	\$78.00
Weights-Gross Weights and Dunnage.....	995	60A	\$27.00
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For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

PARTICIPATING CARRIERS

The official list of carriers participating in this tariff is as maintained in the offices of Milan Express Co., Inc., 1091 Kefauver Drive, P.O. Box 699, Milan, TN 38358.

ITEM 7

FUEL SURCHARGE

APPLICATION OF SURCHARGE (See NOTES A, B and C)

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or contracts or other tariffs subject to this tariff, are hereby or will on their effective dates be increased as provided below, for the period this item is in effect.

In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be further subject to the surcharge provided herein.

The net line haul charge will be subject to a fuel surcharge as provided below. The amount of the fuel surcharge will be determined by the U.S. National Average On-highway Diesel Price as provided by the U.S. Department of Energy (D.O.E.). The current On-highway Diesel Price may be obtained by calling 1-202-586-6966 (24 hours per day) or on the Internet at ftp://ftp.eia.doe.gov/pub/oil\_gas/petroleum/data\_publications/weekly\_on\_highway\_diesel\_prices/current/txt/dslpriwk.txt

The U.S. National Average On-highway Diesel Price announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding WEDNESDAY based on the above referenced U.S. D.O.E. On-highway Diesel Price.

EXAMPLE: D.O.E. U.S. National Average On-highway Diesel Price announced on MONDAY, 8-29-2005, will be used to determine the Fuel Surcharge which will become effective on WEDNESDAY 8-31-2005.

WHEN THE D.O.E. U.S. NATIONAL AVERAGE ON-HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE:			WHEN THE D.O.E. U.S. NATIONAL AVERAGE ON-HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE:		
AT LEAST (in cents)	BUT LESS THAN (in cents)	>LTL	>MLXP 291	MLXP 290-C (NOTE D)	AT LEAST (in cents)	BUT LESS THAN (in cents)	>LTL	>MLXP 291	MLXP 290-C (NOTE D)
105	110	3.00%	3.00%	\$0.01	205	210	13.80%	13.80%	\$0.21
110	115	3.50%	3.50%	\$0.02	210	215	14.30%	14.30%	\$0.22
115	120	4.00%	4.00%	\$0.03	215	220	14.80%	14.80%	\$0.23
120	125	4.50%	4.50%	\$0.04	220	225	15.30%	15.30%	\$0.24
125	130	5.00%	5.00%	\$0.05	225	230	15.80%	15.80%	\$0.25
130	135	5.50%	5.50%	\$0.06	230	235	16.30%	16.30%	\$0.26
135	140	6.00%	6.00%	\$0.07	235	240	16.80%	16.80%	\$0.27
140	145	6.50%	6.50%	\$0.08	240	245	17.30%	17.30%	\$0.28
145	150	7.00%	7.00%	\$0.09	245	250	17.80%	17.80%	\$0.29
150	155	7.50%	7.50%	\$0.10	250	255	18.30%	18.30%	\$0.30
155	160	8.00%	8.00%	\$0.11	255	260	18.80%	18.80%	\$0.31
160	165	8.50%	8.50%	\$0.12	260	265	19.30%	19.30%	\$0.32
165	170	9.00%	9.00%	\$0.13	265	270	19.80%	19.80%	\$0.33
170	175	9.75%	9.75%	\$0.14	270	275	20.30%	20.30%	\$0.34
175	180	10.80%	10.80%	\$0.15	275	280	20.80%	20.80%	\$0.35
180	185	11.30%	11.30%	\$0.16	280	285	21.30%	21.30%	\$0.36
185	190	11.80%	11.80%	\$0.17	285	290	21.80%	21.80%	\$0.37
190	195	12.30%	12.30%	\$0.18	290	295	22.30%	22.30%	\$0.38
195	200	12.80%	12.80%	\$0.19	295	300	22.80%	22.80%	\$0.39
200	205	13.30%	13.30%	\$0.20	300	or higher	NOTE E	NOTE E	NOTE F

- NOTE A--Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.
- NOTE B--The proceeds from this fuel related increase(s) will be passed along to the individuals or entities actually bearing the burden of the increased fuel costs.
- NOTE C--The term "LINE HAUL CHARGES" referred to herein applies to all charges other than accessorial charges.
- NOTE D--Surcharge stated in cents per mile.
- NOTE E--Surcharge will increase five-tenths of one percentage point for every 5 cents per gallon increase above 300 cents.
- NOTE F--Surcharge will increase one cent per mile for every 5 cents per gallon increase above 300 cents.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

S E C T I O N 1

RULES - GENERAL

ITEM 80

APPLICATION OF SECTION

The rules provided in this section apply in connection with tariffs making specific reference to this tariff.

Where a rule is published in Sections 2 and 3, covering the same service as a rule published in this section, such rule published in Sections 2 and 3, to the extent of its application, will apply in lieu of the rule published in this section.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 100

GOVERNING TARIFFS

This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by supplements thereto or successive issues thereof:

KIND OF TARIFF	ISSUING AGENT	TARIFF SERIES	FOR SPECIAL PROVISIONS SEE
Classification, governing.....	NMF	NMF 100	...
Hazardous Materials.....	DOT	Title 49	Code of Federal Regulations
Mileage Guide.....	HGB	HGB 100	NOTE A
U.S. Postal Service Zip Code Directory.....	U.S. Postal Service	...	...

NOTE A--To the extent provisions are specifically made subject thereto.

ITEM 105

OPERATING RIGHTS

Milan Express Company, Incorporated is authorized to operate as a common and contract carrier by motor vehicle, in interstate and foreign commerce (MC 121649 sub 16 and 21), and intrastate (in specific states where permits or certificates have been issued), over irregular routes, transporting general commodities (except Classes A and B explosives, household goods, and commodities in bulk), between points in the United States (except Alaska and Hawaii).

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 110

## DEFINITIONS AND EXPLANATIONS OF TERMS

The terms:

1. "BUSINESS DAY" means each day, Monday thru Friday, excluding Holidays.
2. "BUSINESS HOURS" means those hours which the community or trade involved generally keep their facilities open to all concerned.
3. "CARRIER", "CONSIGNOR" or "CONSIGNEE" includes the authorized representatives or agents of such "carrier", "consignor" or "consignee".
4. "CONSIGNEE TO UNLOAD THE SHIPMENT" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
5. "CONSIGNOR TO LOAD THE SHIPMENT" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. "HOLIDAY" means: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When such holidays fall on a Sunday, the following Monday will be considered as a holiday.
7. "JOINT-LINE TRAFFIC" means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination intermediate interchange point as agent of the originating or delivering carriers.
8. "MLXP" means: Milan Express Company, Incorporated.
9. "PLACE" (See NOTE A), means a particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point". The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.
10. "POINT" means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
11. "SINGLE LINE TRAFFIC" means the transportation of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.
12. "SITE" means a particular platform or specific location for loading or unloading at a "place".
13. "TRAFFIC HANDLED DIRECT" means the transportation of a shipment via only one motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.
14. "TRUCK" or "VEHICLE" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
15. "TWO-LINE HAUL", "THREE-LINE HAUL" or "FOUR-LINE HAUL" includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carriers specifically designated as being considered as one carrier will be considered as only one line.
16. "ANY QUANTITY (AQ)"--An AQ rate or rating is one which is specifically designated AQ in this tariff or in tariffs making reference to this tariff and are those applicable to the articles regardless of the quantity or weight of the shipment.
17. "CONVERTA-VAN" means a trailer that can be used as a flatbed by removing side panels.
18. "LESS THAN TRUCKLOAD (LTL)"--A quantity of freight less than TL.
19. "VOLUME OR TRUCKLOAD (VOL or TL)"--A quantity of freight specifically designated TL or VOL or a quantity of freight for which a TL or VOL minimum weight is specifically provided.
20. "TIR CARNET" means a document used to expedite the movement of goods in international trade and it guarantees the custom duties, if any.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 125

ABBREVIATIONS AND REFERENCE MARKS  
ABBREVIATIONS, UNIFORM EXPLANATION OF  
PART 1--GENERAL APPLICATION

ABBREVIATION / EXPLANATION	ABBREVIATION / EXPLANATION
AFB..... Air Force Base	MX..... Mexico
a/k/a (aka).. Also known as	N..... North
AQ..... Any Quantity.	NMF (NMFC)... National Motor Freight Classification
Auth..... Authority	NMFTA (NMF).. National Motor Freight Traffic Association, Inc.
C..... Denotes hundred pounds	NO..... Number
CDA..... Canada.	NOS..... Numbers
c/o..... Care of.	NOI..... Not otherwise more specifically described in NMFC
COD..... Collect on Delivery	Oz..... Ounce
Col..... Column	Par..... Parish
CR..... Certificate of Registration	PCF..... Per Cubic Foot
Conc..... Concluded	S..... South
Cont..... Continued	Sec..... Section
Cwt..... Per 100 pounds	S.I (SI) .... Staten Island
Cy..... County	SPLC..... Standard Point Location Code No.
d/b/a (dba).. Doing business as	STB..... Surface Transportation Board
Dkt..... Docket	SU..... Set-Up
DOT..... Department of Transportation	Sup..... Supplement
E..... East	Thru..... Through
HGB or HGBC.. Household Goods Carriers Bureau	TL..... Truckload
Hwy..... Highway	Viz..... Namely
Jct..... Junction	VMW..... Volume Minimum Weight in pounds, except as otherwise provided.
KD..... Knocked down	VOL..... Volume
KDF..... Knocked down flat	Vol min wt... Volume minimum weight
L.I. (LI) ... Long Island	W..... West
LTL..... Less than truckload	Wt..... Weight
M..... Denotes thousand pounds	
MC..... Minimum Charge	
M.C.C (MCC).. Motor Common Carrier	
MF..... Motor Freight	
Min..... Minimum	
MT or Mt.... Mount	
MW..... Volume Minimum Weight in pounds, except as otherwise provided	

PART 2--EXPLANATION OF ABBREVIATIONS  
CLASSIFICATION ITEMS

- The provisions of this PART are an explanation of the use of NMFC Item Number in connection with an article or commodity described in this tariff, or in tariffs governed by this tariff.
- A number preceded by "N" in parentheses following a description of an article indicates the item number in which the article is described in NMFC.
- The provisions herein are shown FOR INFORMATIONAL PURPOSES, ONLY, and such rates or provisions are NOT limited to, nor are they inclusive of, articles embraced in the NMFC to which such NMFC Item numbers relate.
- These numbers, although they do relate to the NMFC item numbers, are not to be considered as part of the description of the article or commodity.
- EXAMPLE:  
 (N123456) ..... Relates to NMFC Item 123456.  
 (N123456-02) ..... Relates to NMFC Item 123456, Sub 2.  
 (N123456 - N124000) ..... Relates to generic group of NMFC item numbers.  
 (N123456, N123460) ..... Relates to two NMFC item numbers specifically named.  
 (N-VAR.) ..... Relates to more than one NMFC item number.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 130

ABBREVIATIONS AND REFERENCE MARKS  
ABBREVIATIONS--UNIFORM EXPLANATION OF  
SECTION 1--UNITED STATES OF AMERICA

Where two-letter abbreviations of states located with the United States of America (US or USA), as set forth by the U.S. Postal Service, are used in this tariff, or tariffs making reference to this tariff as a governing publication, the abbreviations and explanation will be as follows:

ABBREVIATION / EXPLANATION	ABBREVIATION / EXPLANATION	ABBREVIATION / EXPLANATION
AK..... ALASKA	KY..... KENTUCKY	NY..... NEW YORK
AL..... ALABAMA	LA..... LOUISIANA	OH..... OHIO
AR..... ARKANSAS	MA..... MASSACHUSETTS	OK..... OKLAHOMA
AZ..... ARIZONA	MD..... MARYLAND	OR..... OREGON
CA..... CALIFORNIA	ME..... MAINE	PA..... PENNSYLVANIA
CO..... COLORADO	MI..... MICHIGAN	RI..... RHODE ISLAND
CT..... CONNECTICUT	MN..... MINNESOTA	SC..... SOUTH CAROLINA
DC..... DISTRICT OF COLUMBIA	MO..... MISSOURI	SD..... SOUTH DAKOTA
DE..... DELAWARE	MS..... MISSISSIPPI	TN..... TENNESSEE
FL..... FLORIDA	MT..... MONTANA	TX..... TEXAS
GA..... GEORGIA	NC..... NORTH CAROLINA	UT..... UTAH
HI..... HAWAII	ND..... NORTH DAKOTA	VA..... VIRGINIA
IA..... IOWA	NE..... NEBRASKA	VT..... VERMONT
ID..... IDAHO	NH..... NEW HAMPSHIRE	WA..... WASHINGTON
IL..... ILLINOIS	NJ..... NEW JERSEY	WI..... WISCONSIN
IN..... INDIANA	NM..... NEW MEXICO	WV..... WEST VIRGINIA
KS..... KANSAS	NV..... NEVADA	WY..... WYOMING

SECTION 2--DOMINION OF CANADA

Where two-letter abbreviations of provinces located with the Dominion of Canada (CDA or CN), as set forth by the Canada Post, are used in this tariff, or tariffs making reference to this tariff as a governing publication, the abbreviations and explanation will be as follows:

ABBREVIATION / EXPLANATION	ABBREVIATION / EXPLANATION	ABBREVIATION / EXPLANATION
AB..... ALBERTA	NS..... NOVA SCOTIA	PQ or QC... QUEBEC
BC..... BRITISH COLUMBIA	NT..... NORTHWEST TERRITORIES	SK..... SASKATCHEWAN
MB..... MANITOBA	ON..... ONTARIO	YT..... YUKON
NB..... NEW BRUNSWICK	PE..... PRINCE EDWARD ISLAND	
NF..... NEWFOUNDLAND, INCLUDES LABRADOR		

ITEM 135

ABBREVIATIONS AND REFERENCE MARKS  
EXPLANATION OF REFERENCE MARKS

REFERENCE MARK / EXPLANATION

- <..... Denotes reduction.
- >..... Denotes increase.
- ?..... Denotes change in wording which results in neither increase nor reduction in charges.
- @..... Denotes addition.
- (H)..... Not subject to further increase.
- (NA)..... Denotes not applicable.
- (x)..... Except as noted.

ITEM 159

APPLICATION OF RATES

Rates and/or provisions in tariffs published by MLXP are not applicable on commodities that are exempt from regulation as a result of provisions contained in the Motor Carrier Act of 1980 as well as those commodities already classified as "EXEMPT" under previous provisions found in Title 49, CFR Sub Title B, Part 1047 and clarifying administrative rulings.

ITEM 160

APPLICATION OF PROVISIONS ON JOINT LINE TRAFFIC

To determine the line haul charges on a shipment moving over a joint route for which different rules, rates, minimum charges, or other provisions are respectively applicable for one or more of the carriers, apply the origin carriers rules, rates, minimum charges or other provisions.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 190

APPLICATION AND PRECEDENCE OF RULES

1. Unless otherwise provided, when provisions of this Tariff are in conflict with those published in individual contract and/or tariffs, such contracts and/or tariffs, to the extent of their application will apply.
2. Reissued Tariffs, items or parts of items will cancel previously issued Tariffs, items or parts of items, or publications referenced thereto.
3. Unless otherwise provided, when provisions of this Tariff are in conflict with those published in the NMFC, this Tariff will apply.
4. When this Tariff provides for the application of charges, carrier will maintain records to verify the charges and so document on any billing or invoicing to the payor.
5. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service of guaranteed to the satisfaction of carrier before services will be performed.
6. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges.
7. Unless otherwise provided, the use of decking equipment is for carrier convenience and has no application to any rules contained herein.
8. Unless otherwise provided, requests for changes to a bill of lading must be in writing from the responsible party(s).

ITEM 300

ADVANCING CHARGES  
(Exception to NMFC Item 300)

1. When charges incidental to the transportation of the shipment are to be advanced, the following charges will apply:  
3% of the advance charge amount, subject to a minimum charge of \$26.00.
2. The term INCIDENTAL TO THE TRANSPORTATION OF THE SHIPMENT only includes the following:
  - a. Inbound transportation charges, and cost of preparing immediate entry papers.
  - b. Charges for in bond or custom house, loading, unloading, warehouse storage and handling, demurrage, wharfage, carrier's storage, import handling, packing or crating, or drayage from actual origin to carrier's dock.
  - c. Charges for broker's fees, or customs or in bond shipments, except charges will not be advanced on shipments transported through the United States as it moves from one foreign country to another.

ITEM 345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT  
PART 1--ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
  - (a) The notice will be given by the telephone, if convenient and practicable; otherwise by mail, or by fax, or electronic mail, or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and commodity and weight of shipment.
  - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to the consignee at the post office serving the point of destination shown on the Bill of Lading.
  - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed.

PART 2--UNDELIVERED FREIGHT

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee or if freight cannot be transported because of an error, or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefor.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. On undelivered shipments, disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return or reconsign a shipment or to limit storage liability
4. When a shipment is undeliverable, including non-acceptance by the consignee, the carrier will issue a written freight on-hand notice by certified mail, return receipt requested, or fax, or electronic mail, to consignor and consignee. A charge will be assessed for this service, in addition to all other lawfully applicable rates and charges, as follows:  
Charge Per Shipment ..... \$ 8.50

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 360

BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES  
(Exception to NMFC Item 360)

SECTION 1--CHARGES FOR DOCUMENTS, FORMS OR COPIES  
PART 1--GENERAL CONDITIONS

- 1. When as a prerequisite to payment, the shipper furnished copy of Bill of Lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with Freight Bill.
- 2. The provisions set forth in Sec. 1(e) of NMFC Item 360 and in this item will not apply to shipments moving on U.S. Government Bills of Lading.
- 3. The charges set forth in this item will not apply to:
  - a. Bank Payment Plans when documentation is limited to:
    - (1) Deposit ticket(s) supplied by the bank, or
    - (2) Supporting Freight Bills not in excess of the number set forth in Sec. 1 (e) or (3) of NMFC Item 360, or
    - (3) The return of a copy of the Bill of Lading furnished by shipper.
  - b. Sight Draft Plans when documentation is limited to:
    - (1) Sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft,
    - (2) Supporting Freight Bills not in excess of the number set forth in Sec. 1 (e) or (3) of NMFC Item 360, or
    - (3) The return of a copy of the Bill of Lading furnished by shipper.

PART 2--APPLICATION AND CHARGES

When payor of freight or other lawful charges requires or requests, as a prerequisite to payment:

- 1. The return of any part of Bill of Lading sets or copies thereof, other than one shipper furnished copy, the charge for each such document or copy will be ..... \$ 1.50
- 2. Copies of Freight Bills or statements of transportation charges in excess of the number specified in Sec. 1(e) of NMFC Item 360, the charge for each such document or copy will be.. \$ 1.50
- 3. The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple Freight Bills, for submittal with Freight Bills or statements of charges, the charge per line of itemization, listing or description (or portion thereof) will be ..... \$ .32  
subject to a minimum charge per page, per copy, of ..... 1.50
- 4. Any forms or copies of forms, other than those described above, to be submitted with Freight Bills or statements of charges, the charge for each such form or copy will be ..... \$ 1.50
- 5. That information not shown on the Shipping Order at time of shipment be shown on Freight Bills or statements of charges, the charge per shipment will be .....\$ 1.50
- 6. That proof of delivery be furnished in any form, the charge for each such document or copy will be ..... \$ 1.50

SECTION 2 -- CORRECTED BILLS OF LADING

Corrected Bills of Lading to change the freight charge collection status from PREPAID to COLLECT will not be accepted:

- a. Once the shipment has been delivered; nor
- b. If Section 7 (non-recourse clause) of the corrected Bill of Lading has been signed by the consignor.

SECTION 3--EXPORT SHIPMENTS

When an Export shipment is tendered to the carrier, a notation "FOR EXPORT" must be entered on the Bill of Lading.

SECTION 4--VALIDATION OF FREIGHT BILL

- 1. When validation of a Freight Bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the Freight Bill at time of delivery thus requiring the carrier to resubmit the Freight Bill for validation, a charge for such service will be assessed of:  
Charge per freight bill ..... \$ 11.00
- 2. The provisions of this Section are NA:  
On shipments moving on U.S. Government Bills of Lading.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 360-01

BILLS OF LADING  
ORDER NOTIFY SHIPMENTS

1. Shipments moving under Order Notify Bills of Lading will be tendered for delivery promptly upon arrival at destination or terminal point. Tender of delivery will be considered as delivery for the purpose of applying this rule.
2. If a shipment moving under Order Notify Bills of Lading is tendered for delivery to consignee at the billed destination, and the consignee, or party entitled to receive the shipment, is unable to present the necessary Bill of Lading, the shipment will be treated as refused or unclaimed freight and will be handled in accordance with the rules and charges provided for in Item 830 (REDELIVERY).
3. Order Notify shipments will be assessed a charge, in addition to all other lawful transportation charges, as follows:  
Charge per shipment ..... \$ 25.00
4. The charge for handling Order Notify shipments will be collected from the party paying all other lawful transportation charges.

ITEM 365

BILLS OF LADING, STRAIGHT - CONTRACT TERMS AND CONDITIONS

Unless otherwise agreed to in writing in advance of carriage, Contract Terms shall be those as indicated in the carrier's Bill of Lading or in the National Motor Freight Classification 100 Item 365 "Uniform Bill of Lading" in effect on the date the shipment was tendered to the carrier. ONLY carrier officials or personnel authorized to do so by the carrier are empowered to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. Drivers employed or hired by the carrier are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper is signed for by the carrier's driver or other unauthorized person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier.

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

@ITEM 368

BLIND SHIPMENT ADMINISTRATIVE FEE

>In addition to all other applicable charges, when Milan handles a Blind Shipment, an administrative fee of \$50.00 per shipment will be applied. Blind shipments must move prepaid, unless the party paying for the blind shipment charge is also paying for the freight charges on a collect basis. This fee will apply in addition to all applicable provisions and charges found in Item 820 of this tariff.

ITEM 370

CANADIAN BORDER CROSSING FEE

All shipments between Canada and the United States will be assessed an additional Border Crossing Fee in addition to all other applicable charges, as follows:  
Charge per shipment (in U.S. dollars) ..... \$ 16.00

ITEM 382

CANCELLATION OF ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

When this tariff is amended by revised pages, the cancellation of prior pages, except the title page, will be affected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be published and filed in numerical sequence.

Except where specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof which bear the same page number. SEE EXCEPTION.

For example: "1st Revised Page 10" will have the effect of cancelling Original Page 10; "45th Revised Page 12" will have the effect of cancelling 44th Revised Page 12; "13th Revised Page 4-A" will have the effect of cancelling 12th Revised Page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before its effective date.

EXCEPTION: When a specific cancellation on a prior revised page excepts a previously filed page wholly or in part, this rule does not have the effect of cancelling such excepted previously filed page or portion thereof.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE OCTOBER 1, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 390

CAPACITY LOADS - MINIMUM CHARGE  
(See NOTES D, E and F)

The provisions of this item are MINIMUM CHARGES and in no case may be used to reduce rates, minimum weights or total charges otherwise provided in this tariff, or in tariffs governed by this tariff.

## SECTION 1

## SHIPMENTS OF CLASS RATED ARTICLES

1. On shipments of an article or articles subject to Class Rates, each vehicle or doubles trailer loaded to capacity will be subject to a minimum charge as follows:
  - a. Each vehicle loaded to capacity will be subject to a minimum charge per vehicle computed as follows:
    - (1) EXCEPT WHEN TO POINTS IN FL:  
Class 100 (M10M line) at 12,000 lbs., but not less than \$ 950.00.
    - (2) WHEN TO POINTS IN FL:  
Class 100 (M10M line) at 16,000 lbs., but not less than \$ 1,140.00.
  - b. Each doubles trailer loaded to capacity will be subject to a minimum charge per doubles trailer computed as follows:
    - (1) EXCEPT WHEN TO POINTS IN FL:  
Class 100 (M10M line) at 12,000 lbs., but not less than \$ 500.00.
    - (2) WHEN TO POINTS IN FL:  
Class 100 (M10M line) at 16,000 lbs., but not less than \$ 600.00.
2. When an excess over a fully loaded vehicle(s) or a doubles trailer remains which does not require the full capacity of another vehicle or doubles trailer, such excess will be rated as a separate shipment.
3. When a doubles trailer as defined in this item is loaded to capacity such doubles trailer will be subject to a minimum charge reflecting 65% of the minimum charge applying on a vehicle as defined in this item subject to the condition that in no event is the charge determined for a doubles trailer and overflow to exceed the charge for a vehicle.

## SECTION 2

## SHIPMENTS OF OTHER THAN CLASS RATED ARTICLES OR OTHER THAN CLASS RATED AND CLASS RATED MIXED

1. On shipments of an article or articles subject to the same rate and minimum weight, each vehicle loaded to capacity will be subject to a minimum charge based on the applicable rate at the minimum weight provided.
2. On shipments of articles involving different rates or minimum weights each vehicle loaded to capacity will be subject to a minimum charge determined as follows:
  - a. The actual weight of each article in the vehicle shall be subjected to the applicable rate provided for such article (See NOTE A)
  - b. The minimum weight for each vehicle loaded to capacity shall be that which is the highest applicable in connection with any article in the shipment. Any deficit in the minimum weight shall be subjected to the lowest rate applied to any article in the shipment. For clarification in applying these provisions, a weight required before a rate applies, such as in weight groups (example - M5C, M1M, etc.) is also considered a minimum weight.
3. When an excess over a fully loaded vehicle(s) or doubles trailer remains which does not require the full capacity of another vehicle, such excess will be rated as a separate shipment.
4. When a doubles trailer as defined in this item is loaded to capacity such doubles trailer will be subject to a minimum charge reflecting 65% of the minimum charge applying on a vehicle as defined in this item subject to the condition that in no event is the charge determined for a doubles trailer and overflow to exceed the charge for a vehicle.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 390 (Conc.)

CAPACITY LOADS - MINIMUM CHARGE  
(See NOTES D, E and F)

The provisions of this item are MINIMUM CHARGES and in no case may be used to reduce rates, minimum weights or total charges otherwise provided in this tariff, or in tariffs governed by this tariff.

SECTION 3

MOVEMENT VIA TWO OR MORE CARRIERS

1. The originating carrier shall indicate on the freight bill or other papers accompanying the shipment that the vehicle(s) or doubles trailer were loaded to capacity. If more than one vehicle or doubles trailer is used the number of vehicles or doubles trailer is to be specified. If an additional vehicle or doubles trailer containing less than a capacity load is used, the weight in that vehicle or doubles trailer is to be specified.
2. On shipments moving via two or more carriers and subject to joint rates, the carriers shall furnish to the connecting carriers to whom they deliver the shipment a copy of the document containing the information required in Paragraph 1 of this section.
3. The charges provided by Sections 1 and 2 will be based on the vehicle(s) or doubles trailer furnished by the originating carrier. These charges will apply to the continuous through movement regardless of the vehicle(s) or doubles trailer furnished by connecting carriers at interchange points.

SECTION 4--DEFINITIONS

1. The terms 'LOADED TO CAPACITY' or 'CAPACITY LOAD', refer to the extent to which a vehicle or doubles trailer is loaded with freight, each term meaning:
  - a. That quantity of freight which because of unusual shape or dimensions or because of necessity for segregation from other freight requires the entire capacity of a vehicle or doubles trailer; or
  - b. That quantity of freight which, in the manner loaded so fills a vehicle or doubles trailer that no additional article in that shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle or doubles trailer (See NOTE B); or
  - c. That quantity of freight that can be legally loaded in or on a vehicle or doubles trailer because of the weight or size limitations of state or regulatory bodies.
2. The term 'VEHICLE' as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and 2 or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. (See NOTES G and H)
3. The term 'DOUBLES TRAILER' as used in this item means a trailer of 30 feet or less in length. (See NOTE G)

NOTE A--Where two or more minimum weights are provided for the same article, the lowest of such minimum weights and the rate applicable in connection with such lowest minimum weight will apply for that article.

NOTE B--The provisions of this paragraph will apply regardless of whether there is another article tendered for loading as a part of the same shipment.

NOTE D--When and where Federal, State or Municipal laws or regulations limit gross weights of trucks and prohibit the loading of a capacity load of freight in or on a truck the weight and rate provisions of this tariff or tariffs governed by this tariff, will apply, except charges will be computed at the applicable rate and minimum weight or actual weight if greater, regardless of number of trucks used to transport the shipment. When the provisions of this NOTE are applied, the Freight Bill, or other papers accompanying shipment, must show by endorsement thereon why a capacity load could not be loaded in or on a truck.

NOTE E--A vehicle as used in this item and defined in paragraph 2 of definitions in this item will be considered a vehicle of 2,000 cubic feet or more.

NOTE F--Each and every vehicle or doubles trailer used in transporting a single shipment requiring protective service against heat will be subject to a minimum charge based on actual weight or minimum weight, whichever is greater, at the applicable rate. The provisions of this NOTE will not apply to the overflow portion of a shipment where the overflow portion does not require protection against heat, provided the shipper certifies on the Bill of Lading at time of shipment that the overflow portion does not require such protective service.

NOTE G--On request of the shipper, the carrier shall endeavor to furnish the largest vehicle or doubles trailer available. The shipper will have the right to refuse the vehicle or doubles trailer offered, but once loading has begun, provisions of this item will apply.

NOTE H--When carrier furnishes at the request of the shipper double trailers, in tandem, to transport freight in line haul movement to be drawn by a single power unit, each trailer of the combination will be considered a separate vehicle in the application of this item regardless of length or size.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 420

MAXIMUM CARRIER LIABILITY - ARTICLES OF EXTRAORDINARY VALUE  
(See NOTES A, B, C, D and E)

1. Unless otherwise provided, articles with an invoice value exceeding the limitations shown below in Column B, relative to the corresponding NMFC Class in Column A, will be considered to be of extraordinary value. Articles of extraordinary value accepted for transportation will be considered to be released at the value per pound shown in Column B, subject to a maximum liability of \$125,000.00 per shipment. The maximum value per pound will be arrived at by determining the actual Class of the articles tendered, as published in NMFC 100 series (See NOTE B). The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A, as follows:

COLUMN A ACTUAL NMFC CLASS	COLUMN B MAXIMUM VALUE PER POUND	COLUMN A ACTUAL NMFC CLASS	COLUMN B MAXIMUM VALUE PER POUND	COLUMN A ACTUAL NMFC CLASS	COLUMN B MAXIMUM VALUE PER POUND
50	◆\$ 2.00	85	\$ 10.00	175	\$ 20.00
55	◆\$ 2.15	92.5	\$ 10.00	200	\$ 20.00
60	◆\$ 2.35	100	\$ 20.00	250	\$ 20.00
65	◆\$ 3.92	110	\$ 20.00	300	\$ 20.00
70	◆\$ 5.92	125	\$ 20.00	400	\$ 20.00
77.5	◆\$ 7.90	150	\$ 20.00	500	\$ 20.00

2. When on shipments handled by MLXP in connection with another carrier (either Air; Motor; Water or Rail), Milan Express Co., Inc.'s, maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. For example: If the other carrier's maximum liability is \$50.00 per shipment, the maximum liability of the other carrier and MLXP will be \$50.00 for the shipment.

3. MLXP will not be liable for any type of consequential, special, indirect, or exemplary charges.

NOTE A--The provisions of this item will not apply on articles subject to a specific released or actual value in Items contained in NMFC 100 series, but in no case will MLXP's liability exceed that outlined in Part 1 of this item.

NOTE B--When shipments move in international commerce the following will apply:

- a. On shipments from the USA to Canada, carrier liability, as it pertains to valuation, will be governed by the invoice value of the merchandise being transported.
- b. On shipments from Canada to the USA, carrier liability will be governed by the value on the bill of lading. If no value is declared on the bill of lading, the carrier's maximum liability will be \$2.00 per pound.

NOTE C--Commodities which are Used, Reconditioned, or Refurbished will move at a release value not to exceed ◆\$0.50 per pound:

Used, Reconditioned, Refurbished including but not limited to:

Auto Parts (17800-20252)	\$ 0.50
Electrical Equipment (60500-63561)	\$ 0.50
Machinery (114000-133430)	\$ 0.50
Vehicles, motors, parts (188500-193100)	\$ 0.50

- a. The released value must be entered on the shipping order or bill of lading as follows:  
"The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding ◆\$0.50 per pound."
- b. If the consignor declines or fails to declare the value or agree to a released value, the shipment will not be accepted.
- c. If inadvertently accepted, shipment will be considered as being released to ◆\$0.50 per pound and will move and be charged for at the applicable class rates.

NOTE D--Commodities: Other Extraordinary Value Items

Incandescent, fluorescent lightbulbs (87800-87810)	\$ 0.10
Personal Effects (100240-100260)	\$ 0.10
Internet purchases other than new (all)	\$ 0.50
Copier machines (118250)	\$ 2.00
Fireplaces and inserts and doors (69310-69486)	\$ 2.00
Uncrated machinery (114000-133430)	\$ 2.00
Water Heaters (36520)	\$ 2.00
Plasma, Projection, LCD and any other Television Product (63321-63325)	\$ 5.00
Cigarettes and/or tobacco	\$ 5.00

NOTE E--Articles moving as Spot Quote or Volume Quote are subject to the following:

SPOT QUOTE/VOLUME QUOTE

per pound per package	\$ 2.00
max per shipment	\$10,000

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 10, 2010

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 430

## COLLECT ON DELIVERY (COD) SHIPMENTS (See NOTE A)

Unless otherwise provided, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

## SECTION 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 one (1) inch in height with thickness of stroke 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 of 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 { }

## SECTION 2

Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and name and address of consignor and consignee in accordance with NMFC Item 580.

## SECTION 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.

## SECTION 4

If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the Bill of Lading and the Shipping Order must show the following information:  
"ATTACHED INVOICE (OR INVOICES) TO ACCOMPANY SHIPMENT TO DESTINATION."

## SECTION 5

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.

## SECTION 6

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.

## SECTION 7

Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

## SECTION 8

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

## SECTION 9

- a. Only the following forms of payment will be accepted in payment of COD amounts:
- (1) Cash, up to a maximum of \$ 250.00, except as otherwise provided in Paragraph c of this Section;
  - (2) Bank Cashier's Check;
  - (3) Bank Certified Check;
  - (4) Money Order; or
  - (5) Personal Check of the consignee when so authorized in writing or by endorsement on the Bill of Lading and Shipping Order by the consignor.
- b. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carriers' responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.
- c. 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.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE SEPTEMBER 1, 2000

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 430 (Conc.)

COLLECT ON DELIVERY (COD) SHIPMENTS (See NOTE A)

Unless otherwise provided, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges: (Cont.)

SECTION 10

The charge 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 or money orders made payable to the consignor.

SECTION 11

- a. Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within fifteen (15) days after delivery of the COD shipment to the consignee. If the COD shipment moved in interline service the delivering carrier shall, at the time of remittance of the COD collection to the consignor or payee, notify the originating carrier of such remittance.
- b. The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:
  - (1) Number and date of Freight Bill;
  - (2) Name and address of shipper or other person designated as payee;
  - (3) Name and address of consignee;
  - (4) Date shipment delivered;
  - (5) Amount of COD;
  - (6) Date collected by delivering carrier;
  - (7) Date remitted to payee;
  - (8) Check number or other identification of remittance to payee.

SECTION 12

Except as otherwise provided herein, the charges for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be as follows:  
Five Percent (>5%) of the COD amount, subject to a:  
Minimum Charge Per Shipment ..... \$> 50.00

SECTION 13

COD shipments of explosives designated as "Class A and dangerous explosives" or "Class B and less dangerous explosives" referred to in the Hazardous Materials Regulations will not be accepted.

SECTION 14

- 1. 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 this item by increasing, reducing or cancelling the COD amount.
  - a. A charge of \$21.00 per shipment will be assessed in addition to all other lawful charges.
  - b. All charges accrued under this item must be prepaid or guaranteed to the satisfaction of the carrier.
- 2. Carriers do not obligate themselves to accept the changes provided herein but upon request a reasonable effort will be made to do so, subject to the provisions herein.
- 3. Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$21.00 per shipment. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable charge for redelivery in addition to the charge for changing the form of acceptable payment.
- 4. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

SECTION 15

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 COD amount and the shipper files no claim for same within 30 days of the shipment's delivery.

SECTION 16

C.O.D. shipments will not be accepted where the amount to be collected and remitted by MLXP is \$ 10,000.00 or more.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

@ITEM 434

COLLECTION AND PAYMENT OF FREIGHT CHARGES

Unless otherwise provided, all shipments will be accepted subject to the following provisions.

PART 1  
(INVOICES)

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

PART 2  
(COLLECTION AND PAYMENT OF CHARGES)

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered.

Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them for a period of thirty (30) days, or as otherwise agreed to with shipper in writing, excluding Sundays and legal holidays, from the presentation of the freight bill.

PART 3  
(PAYMENT WITHOUT OFFSET)

Consignor and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss of damage shall be governed by this Circular and following and neither consignor nor consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

PART 4  
(INTEREST AND FEES ON PAST DUE ACCOUNTS)

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of counsel to collect any outstanding indebtedness, shipper shall pay attorneys' fees in the amount of \$300.00 or twenty-five percent (25%), whichever is greater.

PART 5  
(THIRD PARTY BILLING)

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

PART 6  
(PRIORITY OF FREIGHT CHARGES OBLIGATION)

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the STBOL. Subject to ITEM 435 Paragraph 3.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE AUGUST 15, 2006

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 435

COLLECTION OF CHARGES--SHIPMENTS OTHER THAN EXPORT SHIPMENTS

1. Shipments subject to the provisions of this item must be billed as "PREPAID".
2. When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, such party's name and address must appear in the body of the Bill of Lading and Shipping Order at time of original tender. (See Paragraph 3)
3. Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the federal credit regulations. Such shipments will NOT be accepted if the consignor executed Section 7 of the Bill of Lading.

ITEM 435-05

COLLECTION OF CHARGES--RETURNED CHECKS

When a check is issued for payment of a carrier's freight bill, or to cover charges for any other lawfully applicable service performed by the carrier, and the check is returned unpaid due to insufficient funds, or stop payment order, or any other reason, an additional service charge will be assessed, as follows:

Charge Per Returned Check ..... \$ 32.00

ITEM 455

CONSECUTIVE NUMBERS

Where numbers are connected by the word "to" or "thru" or by use of hyphen (-), it means that the numbers are consecutive and include both of the numbers shown.

>ITEM 460 @

CHARGES FOR DELIVERING TO CONGESTED AREAS

On shipments originated by MLXP and delivered by New Century (NCTA) to the following Zip Code Areas, will be subject to the following flat charges in addition to all other lawful charges:

ZIP CODE	FLAT CHARGE	ZIP CODE	FLAT CHARGE	ZIP CODE	FLAT CHARGE
090 thru 102	\$75.00	103 thru 108	\$20.00	110 thru 119	\$20.00

ITEM 465

CONTAINERS - SHIPMENTS TRANSPORTED IN OR ON SHIPPING CARRIERS OR CONTAINERS

(Except marine type or intermodal containers designed for highway use on wheels)

1. Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading covering the loaded movement.
2. Any request or provisions noted on the Bill of Lading or Shipping Order at the time of movement requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will not be binding upon the carrier to accomplish or comply with such request or provision to complete the contract of carriage on the shipment.

ITEM 475

CROSS DOCK SERVICE

When a consignor or consignor's agent drops a shipment at MLXP's dock to be held for pickup by the Consignee or Consignee's agent, such service will be performed by MLXP subject to a Cross Dock charge as follows:

Cross Dock Charge per CWT..... \$ 1.80  
Minimum Charge ..... \$ 16.00

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE SEPTEMBER 20, 2010

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 480

CUSTOMS OR IN BOND FREIGHT  
PART 1--GENERAL APPLICATION

1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge as follows:
 

Charge per 100 lbs. (PER CWT) .....	\$ >2.00
Minimum Charge Per Shipment .....	\$ >50.00
Maximum charge per shipment .....	\$ >150.00

 Charge shall be based on the actual weight or applicable minimum weight whichever is greater. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one (1) trailer, each trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item.
2. Line-haul charges on shipments requiring U.S. Customs clearance at a point, other than the final destination, will be assessed on the basis of rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination, except no beyond line-haul charges will apply when the final destination is located within the terminal area (See Item 940) of the point of U.S. Customs clearance.
3. Freight moving In-Bond may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving In-Bond.
4. Shipments moving under United States Customs Bond will not be accorded stopping-in-transit or split pickup or split delivery privileges.
5. Detention charges, if any, will be assessed against the party responsible for the line-haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs Inspection will constitute tender of shipment for delivery.
6. Each I.T. Permit (Immediate Transportation Permit) issued for movement of an In-Bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and Shipping Order. The provisions of this paragraph are NA on VOL or TL shipments moving In-Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Item 390 of this tariff. On shipments cleared enroute by U.S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
8. Shipments moving from the United States under a TIR CARNET issued by the originating carrier are subject to a charge, which will be in addition to all other lawfully applicable rates and charges, including the In-Bond charges herein applicable, of ..... \$ 68.00
9. When carrier is required to pickup shipping documents or U.S. Customs Release Forms from forwarder or broker for validation prior to pickup of a shipment, an additional charge per shipment will be assessed of ..... \$ 60.00  
 subject to a maximum charge for each pickup of such shipping documents or U.S. Customs Release Forms of ..... \$ 120.00

PART 2--HIGH SECURITY RED IN-BOND SEALS

1. When it is necessary for carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond a charge will be assessed, in addition to all other applicable charges, for each seal of ..... \$ 32.00
2. Carrier will not be responsible for equipment or tools necessary for removal of the High Security Red In-Bond seal(s).

ITEM 485

PICKUP AND DELIVERY SERVICE  
AFTER HOURS SCHEDULED APPOINTMENT

1. When carrier receives instructions to establish a specific appointment time for pickup or delivery of goods tendered for transportation, a charge for such scheduled pickup or delivery service will be assessed based on the handling characteristics of the shipment. Such charge will be paid by the party requesting the service.
2. When after business hours pickup or delivery appointments are required between the hours after 5 p.m. and before 8 a.m., an additional charge per pickup or delivery stop will be assessed as follows:
 

Charge per hour, or fraction thereof .....	\$ 67.00
Minimum charge per delivery stop.....	\$ 206.00

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 490

## DENSITY--METHOD OF DETERMINING

1. "DENSITY" means "Pounds Per Cubic Foot".
2. Where classes are applicable, according to the density of articles as tendered for shipment, the density may be determined as follows:
  - a. LOOSE ARTICLES OR PIECES--Multiply the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections; and divide by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet.
  - b. PACKAGED ARTICLES OF A ELLIPTICAL, RECTANGULAR OR SQUARE SHAPE ON ONE PLANE--Multiply the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and divide by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet.
  - c. CYLINDRICAL SHAPED ARTICLES--Square the greatest dimension of the article in inches (multiply the greatest dimension in inches by itself) and multiply that result by the height or length in inches. Divide the result by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet.
  - d. ARTICLES, OTHER THAN OF A ELLIPTICAL, RECTANGULAR OR SQUARE SHAPE ON ONE PLANE--Square the greatest dimension in inches by itself) and multiply that result by the height or length in inches. Divide the result by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet.
3. The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.

## ITEM 490-275

## DENSITY--METHOD OF DETERMINING (See NOTES A and B)

1. a. Subject to the provisions of Item 490, shipments with an average density of five (5) pounds per cubic foot (pfc) or less, and that require 650 cubic feet or more of trailer space, will be subject to a minimum charge based on the actual Class 100 rate at a calculated weight determined by multiplying the number of cubic feet of trailer space the shipment requires by 5 pounds per cubic foot.
- b. Such shipments will be rated with the customer's applicable discount percentage and base rates at time of shipment.
2. a. For freight that is visibly not stackable nor can be stacked upon, or when Bill of Lading is noted "Do Not Stack", a height dimension of seven (7) feet will be used for determining cubic feet.
- b. >For freight that is of such width that a standard size skid (48") can not be placed beside it, the width of 8 ft. will be used to determine cubic feet.

NOTE A--Provisions of this item apply regardless of whether the determination of the applicable class rating for the commodity shipped is subject to density provisions in the NMFC or not.

NOTE B--Provisions of this item are not applicable if it produces lower charges than customer's regular pricing program.

## ITEM 500

## DETENTION--VEHICLES WITH POWER UNITS--TL OR VOL SHIPMENTS

This item applies when Carrier's vehicle(s) with power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following:

## SECTION 1--APPLICATION

Applies only when vehicle(s) have been ordered or used to transport TL or VOL shipments, including:

1. Shipments moving on a rate(s) subject to a stated minimum weight of 10,000 pounds or more when not designated as a TL or VOL rate; and/or where applicable,
2. Shipments which are assessed charges based on the provisions of:  
Item 390 (CAPACITY LOAD); or
3. Shipments which are accorded Expedited Service; or
4. Vehicle(s) containing TL or VOL shipments stopped in transit for completion of loading or partial unloading.
5. Applies only when delay or detention is not attributable to the Carrier.

(Cont. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 500 (Cont.)

DETENTION--VEHICLES WITH POWER UNITS--TL OR VOL SHIPMENTS

This item applies when Carrier's vehicle(s) with power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following: (Cont.)

SECTION 2--NON-APPLICATION

1. NA on shipments subject to LTL or AQ rates; nor

On shipments of:

COMMODITIES IN BULK, in tank trucks, dump trucks, vehicles pneumatically unloaded and or/other self-unloading mechanized vehicles;

HEAVY AND SPECIALIZED COMMODITIES or ARTICLES REQUIRING SPECIAL EQUIPMENT OR HANDLING outside the scope of the certificates of General-Commodities Motor Common Carriers;

HOUSEHOLD GOODS;

LIVESTOCK, other than ordinary;

MOBILE HOMES;

NEW APPLIANCES, FIXTURES or FURNITURE, uncartoned or uncrated, which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailerload rate applies;

SHIPMENTS OF ARTICLES picked-up or delivered to RAILROAD care in railroad owned or leased equipment having prior or subsequent transportation by rail;

SHIPMENTS OF ARTICLES picked up or delivered to WATER CARRIER care in equipment owned by or leased to Water Carrier when prior or subsequent transportation is by water; and

SHIPMENTS transported for consignors and consignees of WATERBORNE commerce at Marine Terminal Facilities to the extent that the Marine Terminal Operator would be liable to the Motor Common Carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission (FMC).

2. NA to the extent provisions are published applying to specific circumstances in this tariff.

SECTION 3--GENERAL CONDITIONS

1. The detention charges due the Carrier shall be assessed against the Consignor in the case of loading and against the Consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See NOTE A)
2. When Carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.
3. Nothing in this item shall require a Carrier to pick-up 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 hours other than its normal business hours.
4. 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, the "FREE TIME" for such loading or unloading, as the case may be will be as provided in Section 4. After the expiration of such "FREE TIME" the detention charges provided in Section 5 will be assessed.
5. Loading or unloading at more than one site at or on the premises of Consignor, Consignee, or other designated party shall constitute one vehicle stop.
6. When a vehicle with power is changed to a vehicle without power at the request of Consignor, Consignee, or other designated party, the free time and detention charges will be applied as follows:
  - a. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
  - b. If the change is requested and made after the expiration of free time for a vehicle 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. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
7. When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

(Cont. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 500 (Cont.)

DETENTION--VEHICLES WITH POWER UNITS--TL OR VOL SHIPMENTS

This item applies when Carrier's vehicle(s) with power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following: (Cont.)

SECTION 4--COMPUTATION OF TIME

1. COMMENCEMENT OF TIME--The computation of 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 of Consignor, Consignee, or other designated party may enter the time of arrival 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 upon each party.
2. TERMINATION OF TIME--The computation of time per vehicle shall cease to run upon completion of loading or unloading. Upon such completion, a responsible representative of Consignor, Consignee, or other designated party may enter the time of completion on to 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 upon each party.
3. CONDITIONS GOVERNING THE COMPUTATION OF TIME:
  - a. 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.
  - b. When loading or unloading is not completed at the end of normal business hours at the designated place, the Consignor, Consignee, or other designated party shall have the option to:
    - (1.) Request that the vehicle without power remain at its premises subject to the provisions of Section "3", Paragraph "6"; or
    - (2.) 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.
4. FREE TIME--Free Time Per Vehicle Stop shall be <two (2) hours.
5. SPECIAL CONDITIONS:
  - a. Free Time shall be one-half (1/2) that amount normally applicable for the weight, but not to exceed <2 hours, when:
    - (1). At least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets; or
    - (2). When shipment is loaded on flat-bed or other open-top equipment, except that when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities normal free time provisions will apply.
  - b. When more than one TL or VOL shipment, or a TL or VOL shipment and one or more LTL or AQ shipments, are loaded or unloaded, as the case may be, at the premises of Consignor, Consignee or other designated party, the combined weight will be used to determine free time. In all other instances the individual shipment weight will be used.
  - c. When Carrier's employee interrupts loading or unloading by the taking of any normal non-working 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.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358



MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 500-1 (Cont.)

DETENTION--VEHICLES WITH POWER UNITS--LTL OR AQ

This item applies when carrier's vehicle(s) with power unit(s) are delayed or detained, either on the premises of Consignor or Consignee, or as close thereto as conditions will permit, subject to the following provisions: (Cont.)

SECTION 3--GENERAL CONDITIONS

1. The detention charges due the Carrier shall be assessed against the Consignor in the case of loading and against the Consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See NOTE A)
2. When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
3. Nothing in this item shall require a carrier to pickup or deliver freight at hours other than such carrier's normal business hours.
4. Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to the charges provided in Item 910 (STORAGE). If the freight is later tendered for delivery, the charges in Item 830 (REDELIVERY) will apply. In such event detention charges as provided in Section 6 of this item will immediately become applicable.
5. When, through no fault of the carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:
  - a. Consignor or Consignee may request that the vehicle, without power, remain at its premises and the provisions of Paragraph 6 of Section 3 will apply.
  - b. Consignor, or Consignee may request that the vehicle, with power, be returned to carrier's premises. At the time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession shall be subject to the charges provided in Item 910 (STORAGE). When the vehicle is returned to Consignor's or Consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered shall be subject to the charges in Item 830 (REDELIVERY).
6. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of Consignor or Consignee, the free time and detention charges will be applied as follows:
  - a. If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.
  - b. If the change is requested and made after expiration of free time for a vehicle 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. In addition thereto, vehicle will immediately be placed on detention for vehicle without power with no further free time allowed.
7. When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.

SECTION 4--DEFINITIONS

'LOADING' - includes the furnishing to the carrier the bill of lading or forwarding directions or documents necessary for forwarding of the shipment.

'UNLOADING' - includes:

- a. Surrender to the carrier of bill of lading on shipments billed 'TO ORDER'.
- b. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- c. Notification to the carrier that vehicle is unloaded.
- d. Signing delivery receipt when delivering carrier's agent is present at unloading.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 500-1 (Conc.)

DETENTION--VEHICLES WITH POWER UNITS--LTL OR AQ

This item applies when carrier's vehicle(s) with power unit(s) are delayed or detained, either on the premises of Consignor or Consignee, or as close thereto as conditions will permit, subject to the following provisions: (Conc.)

SECTION 5--COMPUTATION OF TIME

1. COMMENCEMENT OF TIME--The computation of time per vehicle shall begin to run upon actual notification by the driver to the responsible representative of the Consignor or Consignee of the arrival of the vehicle for loading or unloading.
2. TERMINATION OF TIME--The computation of time per vehicle shall cease to run upon completion of loading or unloading and receipt by driver of a signed bill of lading or receipt for delivery.
3. CONDITIONS GOVERNING THE COMPUTATION OF TIME:
  - a. Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery. If carrier is permitted to work before or after the normal business day, such working time shall also be included.
  - b. When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the Consignor or Consignee that he is ready to resume loading or unloading.
  - c. When loading or unloading is interrupted for a normal meal period, meal time not to exceed one (1) hour will be excluded from computation of time.
4. FREE TIME

- a. Free Time Per Vehicle Stop shall be computed as follows:

ACTUAL WEIGHT IN POUNDS	FREE TIME IN MINUTES	ACTUAL WEIGHT IN POUNDS	FREE TIME IN MINUTES
2,500 or less.....	30	7,501, but not more than 10,000	90
2,501, but not more than 7,500	60	10,001 and over.....	120

- b. When Consignor tenders or Consignee receives, more than one shipment, each having a billed weight of less than 10,000 lbs., at one time, the following will apply:

Free time:

- (1) Will be computed on the total number of shipments and their combined weight on the vehicle, regardless of origin or destination;
- (2) Will be increased by five (5) minutes for each shipment, subject to a maximum of 60 minutes additional free time.
- (3) When free time is exceeded, detention charges on the vehicle will be determined by the application of the lowest detention charge governing any shipment on vehicle.
- (4) Where multiple shipments, each weighing less than 10,000 lbs., exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 6--CHARGES

1. When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be ..... \$ >18.00.
2. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment.

ITEM 501

DETENTION--VEHICLES WITHOUT POWER UNITS

This item applies when Carrier's vehicle(s) without power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following:

SECTION 1--APPLICATION

1. Applies on all shipments, except as provided in Section "2".
2. Applies only when carrier, subject to availability of equipment, and:
  - a. Upon request of the Consignor drops or spots empty vehicle(s) for loading; or
  - b. Upon request of the Consignee drops or spots loaded vehicle(s) for unloading;
 at a designated site on the premises of such Consignor or Consignee.

(Cont. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 501 (Cont.)

DETENTION--VEHICLES WITHOUT POWER UNITS

This item applies when Carrier's vehicle(s) without power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following: (Cont.)

SECTION 2--NON-APPLICATION

NA when Carrier's employee assists in loading, unloading, or checking the freight, apply the detention provisions governing Detention With Power Units in Items 500 and/or 500-1, whichever is applicable.

NA on shipments of:

COMMODITIES IN BULK, in tank trucks, dump trucks, vehicles pneumatically unloaded and or/other self-unloading mechanized vehicles;

HEAVY AND SPECIALIZED COMMODITIES or ARTICLES REQUIRING SPECIAL EQUIPMENT OR HANDLING outside the scope of the certificates of General-Commodities Motor Common Carriers;

HOUSEHOLD GOODS;

NEW APPLIANCES, FIXTURES or FURNITURE, uncartoned or uncrated, which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailerload rate applies;

LIVESTOCK, other than ordinary;

MOBILE HOMES;

ARTICLES picked-up or delivered to RAILROAD care in railroad owned or leased equipment having prior or subsequent transportation by rail;

ARTICLES picked up or delivered to WATER CARRIER care in equipment owned by or leased to water Carrier when prior or subsequent transportation is by water; and

SHIPMENTS transported for consignors and consignees of WATERBORNE commerce at Marine Terminal Facilities to the extent that the Marine Terminal Operator would be liable to the Motor Common Carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.

SECTION 3--GENERAL CONDITIONS

1. Empty vehicle(s) placed at the premises of the Consignor without a specific request are not to be considered "dropped" or "spotted" under the provisions of this item until such a time as a specific request from the Consignor is received. Movement of the vehicle(s) to the specifically designated dropping or spotting site shall be the obligation of the carrier.
2. The detention charges due the Carrier will be assessed against the Consignor in the case of loading and against the Consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.
3. Nothing in this item shall require a Carrier to pick-up or deliver dropped or spotted vehicle(s) at hours other than Carrier's normal business hours. This shall not be construed as a restriction on Carrier's ability to accept pickup or deliver a dropped or spotted vehicle(s) at hours other than its normal business hours.
4. LOADING OF DROPPED OR SPOTTED VEHICLE(S):
  - a. Will be performed by Consignor, or other party designated by them.
  - b. Bill of Lading must show "Shipper Load and Count".
  - c. Carrier's responsibility for safeguarding shipment(s) shall begin when loading has been completed and possession thereof has been taken by the carrier.
5. UNLOADING OF DROPPED OR SPOTTED VEHICLE(S):
  - a. Will be performed by Consignee, or other party designated by them.
  - b. Carrier's responsibility for safeguarding shipment(s) shall cease when vehicle(s) has been dropped or spotted at or on the site designated by the Consignee.
6. When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

(Cont. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 501 (Cont.)

DETENTION--VEHICLES WITHOUT POWER UNITS

This item applies when Carrier's vehicle(s) without power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following: (Cont.)

SECTION 3--GENERAL CONDITIONS (Conc.)

- 7. The "FREE TIME" for loading or unloading, as the case may be, will be as provided in Section "5". After the expiration of such "FREE TIME" the detention charges provided in Section "6" will be assessed.
- 8. When a dropped or spotted vehicle is changed to a vehicle with power at the request of Consignor, Consignee, or other designated party, the free time and detention charges will be applied as follows:
  - a. If the change is requested and made before the expiration of free time for a dropped or spotted vehicle, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
  - b. If the change is requested and made after the expiration of free time for a dropped or spotted vehicle, free time and detention charges will be computed on the basis of a dropped or spotted vehicle up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles with power with no further free time allowed.

SECTION 4--DROPPING OR SPOTTING OF VEHICLE(S)

- 1. "DROPPING" or "SPOTTING"... Are considered to be synonymous and are used interchangeably, and means the placing of a vehicle(s) at a specific site designated by the Consignor, Consignee or other party designated by them, detaching the vehicle(s), and leaving the vehicle(s) in full possession of the Consignor, Consignee or other designated party, unattended by carrier's employee and unaccompanied by a power unit(s).
- 2. The Consignor, Consignee, or other designated party, may shift a dropped or spotted vehicle(s) with its own power units, at its own expense and risk, for the purpose of loading or unloading.
- 3. The Carrier will not move the vehicle(s) until such time as it has received notification that the vehicle(s) is ready for pickup at any site on the premises.

SECTION 5--COMPUTATION OF TIME

- 1. COMMENCEMENT OF TIME--The computation of time per vehicle shall begin to run upon placement of the vehicle at site specifically designated by Consignor, Consignee, or other designated party.
- 2. TERMINATION OF TIME--The computation of time per vehicle shall cease to run upon receipt of notification by the carrier of completion of loading or unloading and the vehicle is available for pickup. Notification shall be given by Consignor, Consignee, or other designated party, by telephone, if convenient and practical, otherwise by telegraph or mail, at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the dropped or spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.
- 3. FREE TIME--Free Time Allowed Per Vehicle will be 24 consecutive hours for loading and/or unloading.
- 4. PREARRANGED SCHEDULING:
  - a. Subject to the provisions of Item 503, and upon reasonable request of Consignor, Consignee, or other designated party, Carrier will, without additional charge, enter into a prearranged schedule for arrival of vehicle(s) for dropping or spotting.
  - b. If Carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time, or actual time dropping or spotting commences, whichever is earlier.
  - c. If Carrier's vehicle arrives later than scheduled time, time shall begin to run from the actual time dropping or spotting commences.

SECTION 6--CHARGES

1. GENERAL DETENTION CHARGES:

After the expiration of free time prescribed herein, use charges will be assessed as follows:

PERIOD OF USE BEYOND FREE TIME	SEE NOTE	CHARGE PER VEHICLE
----- For each succeeding 24 hours or fraction thereof..... (Conc. on following page)	A	\$ <50.00

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 501 (Conc.)

DETENTION--VEHICLES WITHOUT POWER UNITS

This item applies when Carrier's vehicle(s) without power unit(s) are delayed or detained on the premises of the Consignor or Consignee, or on other premises designated by either the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following: (Conc.)

SECTION 6--CHARGES (Conc.)

2. STRIKE INTERFERENCE CHARGES:

When, because of a strike of its employees, it is impossible for Consignor, Consignee, or other designated party, to make available for movement by carrier any partially loaded, or empty vehicle(s) detained on their premises, a detention charge per vehicle will be made following the expiration of free time. Saturdays, Sundays and holidays shall be included after the 4th day of charges.

Charge per day or fraction thereof..... \$ 58.00

3. DELAY IN VEHICLE PICKUP CHARGE:

No additional charge will be made for picking-up vehicle(s) dropped or spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of Consignor, Consignee, or other designated party. When a delay of more than 30 minutes is encountered, detention charges for Vehicles With Power Units will commence from the time of arrival, as specified in Item 500.

NOTE A--Including Sundays or Holidays.

ITEM 501-01

DETENTION--USE OF VEHICLE FOR PUBLIC SALE OF CONTENTS

Where the Consignor and/or Consignee has made proper arrangements with the delivering carrier for the use of a vehicle at the Consignee's place of business for the purpose of holding a public sale of the merchandise contained in such vehicle, the following rules shall govern:

SECTION 1--GENERAL CONDITIONS

1. Arrangements for the service authorized in this item must be made with the delivering carrier before shipment is tendered for transportation. The instructions and/or Bill of Lading and/or Shipping Order shall clearly state the place and site at which the vehicle will be used for the purpose of conducting the sale of the merchandise which will be transported in the vehicle.
2. Provisions of this item apply only on shipments which:
  - a. Have moved to the point of destination on TL or VOL rates; and
  - b. The vehicle(s) has (have) been loaded and sealed by the Consignor. Bill of Lading and Shipping Order must have been notated:
    - (1) "Consignor Load, Count and Seal;" and
    - (2) "Consignee to Unload." and
  - c. On which Stopping-in-Transit Privileges for Partial Unloading have not been accorded.
3. All charges accruing under the provisions of this item shall be paid by the Consignee.

SECTION 2--FREE TIME

1. FREE TIME--8 hours free time will be allowed for the unloading of the vehicle(s) after placement at the site designated by the Consignee.
2. COMPUTATION OF TIME:
  - a. MONDAY THRU SATURDAY, EXCLUDING HOLIDAYS:
    - (1) Free Time shall be computed from time of actual placement by carrier.
    - (2) When the vehicle(s) are placed prior to 8:00 A.M. of any day, Free Time shall begin at 8:00 A.M. of such day.
    - (3) When vehicle(s) are placed after 5:00 P.M. of any day, Free Time shall begin at 8:00 A.M. of the following day which is neither a Holiday nor a Sunday.
    - (4) When any portion of the Free Time extends beyond 5:00 P.M. of any day, such portion of Free Time shall be computed from 8:00 A.M. of the next day which is neither a Holiday, nor a Sunday.
  - b. SUNDAYS AND HOLIDAYS:
 

Free time shall not begin on a Sunday or a Holiday observed at the point of placement, but shall commence at 8:00 A.M. of the next day which is neither a Holiday, nor a Sunday.

SECTION 3--CHARGES

After the expiration of free time prescribed herein, use charges will be assessed as follows:

PERIOD OF USE BEYOND FREE TIME	SEE NOTE	CHARGE PER VEHICLE
For the first 24 hours or fraction thereof .....	A	\$ 75.00
For the second 24 hours or fraction thereof .....	A	100.00
For the third and each succeeding 24 hours or fraction thereof	B	150.00

NOTE A--Excluding Sundays or Holidays.  
NOTE B--Including Sundays or Holidays.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 503

## DETENTION--PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Except as otherwise provided, upon reasonable request of Consignor, Consignee or other designated party, carriers will, without additional charge, prearrange schedules for arrival of vehicles for loading or unloading shipments, subject to the provisions of Items 500 and 501.

1. Request for prearranged scheduling may be oral or in writing.
2. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreement may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.
3. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, applicable storage charges will be assessed as provided in this tariff.

## ITEM 510

## DISTANCES AND ROUTES

## SECTION 1-- MILEAGES

Distances computed by the use of Tariff HGB 100 series (MILEAGE GUIDE) between point of origin and point of destination shall be the shortest route provided therein. However,

1. When the Consignor or Consignee requests transportation of the shipment over a particular route that is longer than the shortest route, the mileage over the longer route will be used; or.
2. When operation over the shortest or specified route is not feasible because of operating hazards, load limitations of highways or bridges, underpasses, or other highway limitations, the mileage computed over the actual route of movement of the shipment will apply; or
3. When shipments move under special permits, as required by or obtained from a Municipal, State or Federal Regulatory Body or Commission, which specify the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
4. When on shipments subject to stopoffs for partial loading or unloading, mileage will be determined from point of origin to point of destination, through the stopoff point(s).
5. Where the rates are not shown for the actual distance, the rates given for the next greater distance will apply.

## SECTION 2-- RATE BASIS NUMBERS

1. Distances computed by the use of Rate Basis Numbers, Scale Numbers, Zone Numbers, or any other method, other than mileages as provided in Section 1 of this item, shall be determined as provided in tariffs making reference to this tariff as a governing publication, and having application from point of origin to point of destination, over applicable route(s), for article(s) being transported.
2. Where the rates are not shown for the actual distance, the rates given for the next greater distance will apply.

## SECTION 3-- ROUTES

1. The rates published in this tariff, and tariffs making reference to this tariff as a governing publication, are applicable only over regular United States (Federal) Interstate Highways and/or State Paved and/or Improved Roads, via carrier(s) handling shipments over routes authorized in their certificate or compliance order issued them.
2. When, for any reason, a carrier(s) transports shipments over an alternate route which is in excess of the shortest route, the rates to apply will be those which would have applied if the shipment had been transported over the shortest route. Rules or other provisions of this tariff providing rates and services from, to or at intermediate points will not apply at points on such alternate routes.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 515

DIVERSION--MOTOR TO AIR TRANSPORTATION

When instructions are received to divert a shipment at any point from Motor to Air transportation, and when such instructions do not include a change in the destination of the shipment, the following provisions apply:

- 1. The shipment will be charged for on the basis of the combination of rates or charges, as follows:
  - a. The applicable Motor Carrier charges shall apply from the origin point to the point of diversion, and
  - b. The applicable Air transportation charges from the diversion point to the destination point.
- 2. In addition, the following charges will be assessed:
  - a. For Delivery Service to the air transportation terminal:
 

Charge per 100 pounds .....	\$ 6.50
Minimum Charge Per Shipment .....	\$ 50.00
  - b. For unloading and reloading the line haul vehicle to accomplish such diversion:
 

Charge Per Man, Per Hour, or Fraction Thereof .....	\$ 27.00
Minimum Charge Per Shipment .....	\$ 50.00

ITEM 518 @

?EQUIPMENT

A carrier's obligation to accept articles for shipment shall be subject to the suitability of available equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.

ITEM 520

<>EQUIPMENT--TRAILER POOL

When carrier is requested to establish a trailer pool for the convenience of a customer or customers for loading or unloading, the following provisions will apply:

- 1. Carrier will reposition or retrieve equipment from point of last dispatch to trailer pool location via the most practical route, subject to the following charges:
 

Charge per trailer .....	\$ 150.00,
Plus, Charge per empty mile .....	\$ 1.30
- 2. Under normal circumstances no detention charges will apply for agreed upon trailer pool loading or unloading. However, detention charges will apply when, customer causes carrier to provide additional trailers to maintain negotiated trailer pool level, as follows:
 

Charge per trailer per day .....	\$ 50.00,
----------------------------------	-----------

ITEM 520-01

EQUIPMENT - TRAILERS RECEIVED FROM OR DELIVERED TO RAIL CARRIERS

(See NOTES A, B, C, D and E)

Upon request of shipper or consignee, shipments will be transported in trailers not owned by motor common carriers parties to this tariff. When shipments so handled are received from or delivered to rail carriers, rates provided in tariffs governed hereby will apply on the weight of the shipments not including the weight of the trailers; and the shipments will be transported under the conditions and subject to the additional charges provided in Paragraphs 1 thru 8:

- 1. a. Except as provided in Paragraph b, the following additional charge will be assessed for each coupling or uncoupling of two trailers, each 20 feet or less in length ..... \$ 45.78
- b. When shipper requests a single trailer 20 feet or less in length and motor common carrier for its own use requests and receives an additional trailer 20 feet or less in length, the charge in Paragraph 1a will not apply.
- 2. Motor Common Carrier will not perform coupling or uncoupling of trailers at rail ramps or tracks.
- 3. Free time of 30 minutes will be allowed for each pickup and each delivery of each trailer at rail ramps or tracks or other locations designated by rail carriers, except that two trailers each 20 feet or less in length, coupled together, will be considered as one trailer for the purpose of these provisions. When through no fault or negligence on the part of the motor common carrier the time consumed in pickup or delivery exceeds the free time, the charge for each 15 minutes or fraction thereof will be ..... \$ 11.42  
The time for each pickup or each delivery will begin or run upon notification by the driver to the responsible representative of the rail carrier or party designated by the rail carrier at the place of pickup or delivery of the arrival of the power unit and shall end upon completion of pickup or delivery of trailers.
- 4. When loaded trailers or containers are received, such loaded trailers or containers must be sealed prior to acceptance by Motor Common Carrier.

(Cont. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 1, 2004

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 520-01 (Cont.)

EQUIPMENT - TRAILERS RECEIVED FROM OR DELIVERED TO RAIL CARRIERS  
(See NOTES A, B, C, D and E)

Upon request of shipper or consignee, shipments will be transported in trailers not owned by motor common carriers parties to this tariff. When shipments so handled are received from or delivered to rail carriers, rates provided in tariffs governed hereby will apply on the weight of the shipments not including the weight of the trailers; and the shipments will be transported under the conditions and subject to the additional charges provided in Paragraphs 1 thru 8: (Cont.)

5. When a rail carrier furnishes one or more empty trailers to a motor carrier, upon request of shipper, for transportation of shipments to rail ramps or tracks or other locations designated by rail carriers, and the trailers are made available to the motor carrier on less than the number of days (See NOTE A) specified in COLUMN B, below, prior to the consignor's required loading date, the additional charge as shown in COLUMN C, below, opposite the applicable mileage shown in COLUMN A, below, will be assessed for moving each trailer empty from the point of pickup to the point of loading thereof.

For the purpose of this rule two trailers each 20 feet or less in length, coupled together, will be considered a single trailer.

For any mileage not listed, use nearest greater mileage that is listed.

COL. A MILES	COL. B DAYS	COL. C CHARGE	COL. A MILES	COL. B DAYS	COL. C CHARGE	COL. A MILES	COL. B DAYS	COL. C CHARGE	COL. A MILES	COL. B DAYS	COL. C CHARGE
100	2	\$ 249.67	400	3	\$ 984.18	700	4	\$1697.00	1150	4	\$2787.84
125	2	324.60	425	3	1078.57	725	4	1793.92	1200	4	2909.05
150	2	374.64	450	3	1124.57	750	4	1842.42	1250	4	3030.30
175	2	424.51	475	3	1167.93	775	4	1890.89	1300	4	3151.40
200	2	499.42	500	3	1212.11	800	4	1939.35	1350	4	3272.63
225	2	574.36	525	4	1309.04	850	4	2060.55	1400	4	3393.88
250	2	649.13	550	4	1337.85	900	4	2181.79	1450	4	3515.09
275	2	699.23	575	4	1406.02	950	4	2303.07	1500	4	3636.38
300	2	749.16	600	4	1454.47	1000	4	2408.29	1550	4	3757.53
325	2	845.88	625	4	1551.49	1050	4	2545.46	1600	4	3878.78
350	2	892.28	650	4	1600.03	1100	4	2666.59	1650	4	3999.98
375	2	938.42	675	4	1648.48						

6. General Provisions:

- a. Loading shall, in no case, exceed the maximum weight that may be lawfully transported.
- b. Vehicle sizes refer to outside length of vehicle.
- c. Where time records are required, motor common carrier must maintain such records and must make them available for inspection by authorized representatives of regulatory authorities.

7. Motor Common Carrier will not pickup a chassis at one location and the container at another location.

8. Carrier may spot such trailers not owned by motor common carriers at consignor's premises for loading or consignee's premises for unloading in full possession of the consignor or the consignee, as the case may be, unattended by carrier's employees and unaccompanied by power unit, subject to the following conditions and charges:

- a. Loading will be performed by consignor and the Bill of Lading must show "Shipper load and count". Unloading will be performed by consignee.
- b. Carrier's responsibility for shipments loaded in trailers which are spotted under provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- c. Free time, after the vehicle is placed at consignor's or consignee's premises, will be 24 hours.
- d. Consignor or consignee will notify carrier when loading or unloading as the case may be, is in fact completed and trailer is available for pickup and the trailer will be deemed to be held until the time the carrier is so notified.
- e. In computing time, Saturdays, Sundays and legal holidays (National, State or Municipal) will in all cases be excluded.
- f. After expiration of free time under Paragraph 8(c), a charge will be assessed, as follows:  
Charge for each 24 hours, or fraction thereof that trailer is held ..... \$ 55.00  
(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 520-01 (Conc.)

EQUIPMENT - TRAILERS RECEIVED FROM OR DELIVERED TO RAIL CARRIERS  
(See NOTES A, B, C, D and E)

Upon request of shipper or consignee, shipments will be transported in trailers not owned by motor common carriers parties to this tariff. When shipments so handled are received from or delivered to rail carriers, rates provided in tariffs governed hereby will apply on the weight of the shipments not including the weight of the trailers; and the shipments will be transported under the conditions and subject to the additional charges provided in Paragraphs 1 thru 8: (Conc.)

8. Carrier may spot such trailers not owned by motor common carriers at consignor's premises for loading or consignee's premises for unloading in full possession of the consignor or the consignee, as the case may be, unattended by carrier's employees and unaccompanied by power unit, subject to the following conditions and charges: (Conc.)

g. No charge will be made for picking-up trailers spotted under this item when such pickup can be performed in 30 minutes after arrival of driver and power unit at consignor's premises. Where a delay of more than 30 minutes is encountered, detention charges will be assessed, as follows:

Charge for each additional 30 minutes, or fraction thereof ..... \$ 24.00

h. Carrier will not spot trailers equipped with temperature control except that such equipment may be spotted at the charge provided for pickup or delivery of freight which does not require temperature control.

i. The charges provided in Paragraph 8f of this item will apply on all trailers actually or constructively placed for loading or unloading.

NOTE A--Time to be 12:01 A. M. of day trailer(s) is available to the motor carrier, Saturdays, Sundays and National Holidays excluded.

NOTE B--Applies only when freight is handled in trailers not owned by motor common carriers and is interchanged by motor common carriers with rail carrier. The provisions of this item will apply regardless of the size of the vehicle furnished, and double trailers (each 20 feet or less in length) coupled together will be considered as a single trailer.

NOTE C--On shipments subject to LTL, AQ or VOL rates, each and every vehicle loaded to capacity will be subject to a minimum charge based on the applicable 10,000 lbs. minimum weight rate for 20,000 lbs.

NOTE D--On mixed shipments the minimum charge for the entire shipment will be subject to minimum weight which shall be that which is highest provided for any article in the shipments, but not less than 20,000 lbs.

NOTE E--Each trailer moving under the provisions of this item will be considered as fully loaded or loaded to capacity and the weight on each trailer, regardless of size, will be charged for at the actual weight, but not less than the applicable 10,000 lbs. minimum weight rate for 20,000 lbs.

ITEM 550

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC

SECTION 1--APPLICATION

1. Rates, whether Class or Commodity, which are specifically designated as Export, Import, Coastwise or Intercoastal rates take precedence over other rates, whether Class or Commodity, between the same points, over the same route, on Export, Import, Coastwise or Intercoastal traffic, as the case may be.
2. Rates published in tariffs making reference to this tariff which are not specifically designated as applying only on domestic traffic, will also apply on Export, Import, Coastwise and Intercoastal traffic.

SECTION 2--DEFINITIONS

1. EXPORT--Rates and provisions apply on all commodities shipped OUTBOUND TO foreign countries, as described in this item.
2. IMPORT--Rates and provisions apply on all commodities shipped INBOUND FROM foreign countries, as described in this item. Such rates and provisions apply from the various ports on Import traffic, arriving by Ocean Carriers at the ports. However, when such imports have been trans-shipped at a U.S. Port, the goods may not have been placed in storage nor held at port of trans-shipment longer than required for trans-shipment.
3. COASTWISE--Rates and provisions apply on traffic having both origin and destination at points in the United States and moving by water between Atlantic Coast Ports and/or Gulf Ports. Such rates and provisions apply only in connection with water carrier whose rates are on file with the Federal Maritime Commission (FMC).

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 550 (Conc.)

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC  
SECTION 2--DEFINITIONS

4. INTERCOASTAL--Rates and provisions apply on traffic for trans-shipment via the Panama Canal from or to points on the Pacific Coast of the United States and /or the Province of British Columbia, Canada.
5. FOREIGN COUNTRIES--Includes:
  - a. All origins not located in:
    - (1) United States of America; or
    - (2) All Provinces of Canada; or
    - (3) Islands of Miquelon and St. Pierre.
  - b. Canal Zone of Panama;
  - c. Cuba;
  - d. Philippine Islands;
  - e. Insular Possessions of the United States (Puerto Rico and Virgin Islands).

## ITEM 550-01

EXPORT, COASTWISE OR INTERCOASTAL SHIPMENTS - DESIGNATION OF PLACE OF DELIVERY  
SECTION 1--GENERAL CONDITIONS

1. The provisions of this item are an exception to Item 345 (ARRIVAL NOTICE AND UNDELIVERED FREIGHT), Item 647 (NOTIFICATION PRIOR TO DELIVERY) and Item 820 (RECONSIGNMENT OR DIVERSION) to the extent provisions of this item are applicable.
2. When, upon arrival of an Export, Coastwise or Intercoastal shipment at any of the ports named, it is determined the actual delivery address is not designated on the Bill of Lading, the carrier will give notification of arrival to the broker or other party shown on the Bill of Lading. The broker, or other party, will then designate the actual delivery address within the port facility and carrier will accomplish delivery, subject to the provisions of this item.

## SECTION 2--APPLICATION

1. When on Export, Coastwise or Intercoastal shipments subject to the provisions of this item, no charge will be made for changes in the originally billed address, at the Ports of:
 

Gulfport, MS	Pascagoula, MS	Savannah, GA
Mobile, AL	Pensacola, FL	

## ITEM 550-02

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC  
WATERBORNE TRAFFIC  
SECTION 1--GENERAL CONDITIONS

1. Except as otherwise provided:
  - a. Rates and charges in tariffs governed by this tariff, applying from or to Ports on waterborne traffic, do not include loading or unloading of the motor carrier vehicle or other services normally incidental to handling of waterborne traffic. Loading and unloading services are performed by longshoremen, stevedores or public loaders, at rates and charges lawfully on file with the Federal Maritime Commission (FMC).
  - b. The arrangement for the performance of these loading and unloading services, and the payment therefor, is the responsibility of the consignor, consignee, its agent or representative.
  - c. The carrier shall not be responsible for any delays resulting from the failure of any party to make the proper arrangements for the performance of these services.
2. LTL or AQ shipments consigned to one consignee at one port may, upon arrival or prior to arrival at carrier's terminal serving the port, be divided into separate shipments for delivery to piers, docks, pier terminals, transit sheds or wharves. Such shipment shall be assessed charges based on a combination of rates or charges applicable to and from the port city involved. The revised billing shall be sent to and be paid by the party requesting this service. This service will not be given if delivery has been made according to original billing.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 550-02 (Conc.)

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC  
WATERBORNE TRAFFIC  
SECTION 1--GENERAL CONDITIONS (Conc.)

3. Rates and charges named herein will not apply:
- When shipment(s) are delivered in trailer(s) without transfer of the lading to ocean carrier. The receipt of the trailer(s) by ocean carriers shall terminate the motor carrier's delivery service and liability.
  - When shipment(s) is received in trailer(s) without transfer of the lading from ocean carriers. The receipt of the trailer(s) by the motor carrier shall constitute the beginning of the motor carrier's service and liability.
4. Except on shipments moving on Government Bills of Lading, all charges in this item applying on EXPORT shipments must be PREPAID.
5. When the consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds or wharves for payment of the pier charges of said operators, the charges in this item will not apply. The following notation must be placed on the Bill of Lading by the consignor:  
"ARRANGEMENTS MADE WITH PIER OPERATOR TO BILL SHIPPER OR CONSIGNEE DIRECTLY FOR PIER LOADING OR UNLOADING CHARGES".

SECTION 2--DEFINITIONS

- FULL SERVICE (TRUCK LOADING OR UNLOADING)--shall mean the service of moving cargo from a place of rest on the pier, elevating the cargo on to the truck and stowing of the cargo in the truck or removing cargo from the body of the truck to a place of rest designated by the Terminal, but shall not include special storage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets. The loading and stowing of cargo in the truck or the unloading of cargo from the truck shall be under the supervision of the driver of the truck.
- TAILGATE SERVICE (PARTIAL LOADING OR UNLOADING)--shall mean the service which is:
  - Performed when packaged cargo, other than pre-palletized or skidded cargo, can be loaded onto the tailgate of the truck by use of an operator and a machine. If additional labor is required for this operation, the Full Service (Loading or Unloading) rate will be applicable. This provision shall not be construed as compelling the Terminal to provide pallets.
  - Pre-palletized or skidded cargo, which is pre-palletized or skidded to the satisfaction of the Terminal Operator, and which is situated on the pier or on the truck so that it can be loaded into a truck or unloaded from a truck by the insertion of the Terminal's forklift truck blades under the pallet or skid without any necessity of shifting the cargo prior to such insertion. If the cargo is not so situated the Full Service (Truck Loading or Unloading) rates are applicable.
- LOT SIZES--Refers to quantities shipped to or from one ultimate shipper or consignee on one vessel requiring no special or additional sorting, selecting or handling.
- PALLETIZED, PRE-UNITIZED AND SKIDDED CARGO will be construed as follows:
  - PALLETIZED AND PRE-UNITIZED - Refers to packages mounted on a prepared platform (and, in the case of pre-unitized cargo, strapped together) in such a way as to form a single unit, which may be handled at the terminal facility by a three-ton fork lift. To be acceptable, the platforms must be made of wood, plastic, paper or metal, and shall rest on, and be fastened to, runners of steel or wood, with openings wide enough to permit free access to fork lift blades and so spaced as to provide a balanced load when lifted. In addition, the dimensions of the total unit (i.e. platform with packages) shall not exceed 48 inches in width, 120 inches in length and 84 inches in height.
  - SKIDDED CARGO - Refers to boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access of blades of a three ton fork lift and to provide a balanced load when lifted. To be acceptable, such units shall not exceed 48 inches in width, 120 inches in length and 84 inches in height.
- RIGGING OR SPECIAL EQUIPMENT - consist of mechanical handling devices, winches, cranes, jacks, blocks and falls, or consisting of other special equipment commonly used in hoisting, handling, or placing the freight in position, but does not include hand trucks, forklifts or Hi-Lo equipment.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 550-06

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC  
IMPORT SHIPMENTS

1. When a part of a shipment is held out by U.S. Government authorities at Port of Import for appraisalment or other action by them, such part of shipment, when forwarded, will be billed as a "PART LOT" of the original shipment, and full reference to the original billing shall be shown on the Part Lot billing. Such freight will be rated as a part of the original shipment, and not as a separate shipment.
2. The rate on this part of the shipment does not include pickup service provided for in Item 750 (PICKUP AND DELIVERY SERVICE).
  - a. If such part lot of a shipment is brought to the motor carrier dock by other than the motor carrier, the actual cost of such movement, if paid by the motor carrier to the transfer agency, will be added to the freight bill.
  - b. If such part lot of a shipment is picked-up by the motor carrier, a charge will be assessed, which shall be in addition to the line-haul charge, as follows:
 

CHARGE PER 100 POUNDS .....	\$ 3.00
Minimum Charge Per Shipment .....	\$ 16.00

ITEM 560

EXTRA LABOR--LOADING OR UNLOADING  
SECTION 1--GENERAL CONDITIONS

1. Extra labor for loading or unloading will be furnished by the carrier upon request of the Consignor or the Consignee. However, extra labor will not be furnished unless such is requested.
2. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.
3. The provisions of this item are not applicable on Sundays or Holidays. Apply the provisions of Item 754 series.
4. Charges for extra labor for LOADING shall be assessed against the Consignor. However, if requested by the Consignee, and so noted on the Bill of Lading, charges for extra labor for LOADING may be assessed against the Consignee.
5. Charges for extra labor for UNLOADING shall be assessed against the Consignee. However, if requested by the Consignor, and so noted on the Bill of Lading, charges for extra labor for UNLOADING may be assessed against the Consignor.

SECTION 2--DEFINITIONS

1. CONSIGNOR--The party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether such party be the original Consignor, or Warehouseman, or a connecting Air, Motor, Rail or Water Carrier with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading is issued.
2. CONSIGNEE--The party to whom the carrier is required by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether the party be the ultimate Consignee, or Warehouseman, or a connecting Air, Motor, Rail or Water Carrier with whom the carrier does not maintain joint through rates, or other person designated on the Bill of Lading.

SECTION 3--COMPUTATION OF TIME AND MAINTENANCE OF RECORDS

1. TIME--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. RECORDS--Carrier's records must be maintained and kept available at all times. Such records must show as to each vehicle containing shipments on which extra labor is used:
  - a. Name and address of Consignor and Consignee at whose place of business freight is loaded or unloaded;
  - b. Identification of vehicle tendered for loading or unloading; and
  - c. Number of extra men used and the number of hours or days each such man was used.

SECTION 4--CHARGES

The charges assessed for extra labor will apply in addition to all other applicable charges. At each location where extra labor is used, the charge therefor will be:

TIME OF USE OF EXTRA LABOR	CHARGES PER MAN HOUR
-----	-----
For each hour, or fraction thereof.....	\$>50.00 per hour
	\$>100.00 minimum

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 562

FLORIDA KEYS SHIPMENTS - ADDITIONAL CHARGES FROM OR TO MIAMI, FL

1. Shipments originating at or destined to the Florida Keys will be subject to the rates and charges in this item, in addition to the applicable rates and charges applying from or to Miami, FL.
2. Florida Keys, as used in this item, applies to all points assigned the following Zip Codes by the United States Postal Service:  

33001	33037	33041	33043	33045	33051	33070
33036	33040	33042	33044	33050	33052	
3. The rates and charges in this item are:
  - a. Subject to a Minimum Charge of \$43.00.
  - b. Subject to the applicable Fuel Surcharge and Accessorial Charges.
  - c. Not subject to discounts.

CLASS	RATES IN CENTS PER 100 POUNDS						CHARGE PER SHIPMENT
	>L5C	>M5C	>M1M	>M2M	>M5M	>M10M	>M20M
50	9.61	7.60	6.80	5.40	4.07	3.70	\$ 584.01
55	10.15	8.13	7.54	5.80	4.57	4.09	\$ 584.01
60	10.93	8.92	8.24	6.28	4.91	4.36	\$ 584.01
65	11.94	9.80	8.92	6.94	5.40	4.83	\$ 584.01
70	12.47	10.42	9.54	7.45	5.76	5.13	\$ 584.01
77	13.33	11.31	10.58	8.13	6.31	5.67	\$ 584.01
85	14.58	11.46	12.02	8.95	7.06	6.25	\$ 584.01
92	15.59	13.53	12.47	9.76	7.68	6.81	\$ 817.82
100	16.68	14.85	13.57	10.42	8.25	7.37	\$ 817.82
110	18.50	16.47	14.82	11.51	9.15	8.13	\$ 817.82
125	20.48	18.46	17.01	14.71	10.40	9.21	\$ 817.82
150	23.54	21.41	19.93	15.76	12.38	11.02	\$ 817.82
175	26.55	24.65	22.65	18.40	14.44	12.89	\$ 817.82
200	26.55	24.65	22.65	18.40	14.44	12.89	\$ 817.82
250	26.55	24.65	22.65	18.40	14.44	12.89	\$ 817.82
300	26.55	24.65	22.65	18.40	14.44	12.89	\$ 817.82
400	26.55	24.65	22.65	18.40	14.44	12.89	\$ 817.82
500	26.55	24.65	22.65	18.40	14.44	12.89	\$ 817.82

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 565

FRACTIONS

Except as otherwise specifically provided in applying the provisions of this tariff, fractions will be disposed of by rounding to the next cent as follows:

- a. If less than .5 reduce to next lower cent.
- b. If .5 or more increase to next higher cent.

ITEM 566

HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

SECTION 1--APPLICATION

- 1. When requested by Consignor or Consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions as defined in Section 2.
- 2. 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.

SECTION 2--GENERAL CONDITIONS

- 1. Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place a vehicle for loading or 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 or 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 the Consignor as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all of such shipments will be considered as immediately adjacent thereto even though the shipment(s) that were closest to such parking space were picked up first by the same or different motor carriers.
- 4. When Consignor assigns to two or more carriers designated spaces in its shipping room or loading platform, where outgoing freight will be placed by the Consignor for pickup by the designated carriers, and all such assigned spaces are as close as practicable to a parking space suitable for the carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

SECTION 3--CHARGES

- 1. The charges provided in this item, will be in addition to all other lawful charges.
- 2. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service.
- 3. When on shipments moving on Government Bills of Lading such charges will be collected from the U.S. Government.
- 4. When shipments are accorded split-pickup, split-delivery or stopping-in-transit for partial loading or unloading, the Minimum Charges and Maximum Charges will apply to each stop separately wherever the service is performed.
- 5. Service provided under this item will be assessed charges as follows:
 

Charge per 100 lbs. ....	\$ >5.00
Minimum Charge Per Shipment .....	\$ >51.00
Maximum Charge Per Shipment; or Per Vehicle if more than one vehicle is used to transport the shipment .....	\$>335.00

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 567

HAZARDOUS MATERIALS, WASTES, OR SUBSTANCES AND RADIOACTIVE WASTE MATERIAL

Carrier will accept shipments of Hazardous Materials, Wastes, or Substances and Radioactive Waste Material for transportation in accordance with the transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions:

SECTION 1--GENERAL CONDITIONS

1. Nothing in this rule shall obligate Carrier to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.
2. A notice of 48 hours must be given to Carrier before tendering shipment, advising name of Consignor, Origin, Consignee and Destination.
3. Carrier will determine through its delivery terminal if Consignee will accept shipment if tendered.
4. Upon advice from Consignee that shipment will be accepted, Carrier will accept shipment.
5. Upon advice from Consignee that shipment will not be accepted, shipment will be refused by Carrier.
6. Should Consignee advise that shipment cannot be accepted, the Carrier will make an attempt to determine when such shipment will be accepted by Consignee and advise Consignor or Connecting Carrier.
7. Shipments will be PREPAID.
8. Any notation of the Bill of Lading which in any way limits or denies Carrier access to the vehicle in which the shipment is loaded.
9. DELAY-IN-TRANSIT CHARGES--Shipments which are delayed at any time due to:
  - a. Restrictions imposed by any Consignor, Consignee or Regulatory Agency; and/or
  - b. Shipments delayed, by refusal or otherwise, at destination by Consignee; will be subject to a Delay-In-Transit Charge of 200 percent of the Charges published in Item 910 (STORAGE). In case of restrictions imposed by Consignor, Consignee or any Regulatory Agency, such charges to begin at time shipment is delayed and continue until such time as transportation can be resumed or shipment delivered to Consignee; and in case of delay at destination such charges to begin upon Notice of Arrival to Consignee, per Item 345 (ARRIVAL NOTICE).
  - c. The accrued charges will be collected from the party responsible for the delay or if delayed by a regulatory agency, charges will be collected from the Consignor or party requesting the movement of the shipment.

The Carrier shall maintain a record of all such shipments and vehicle delays, including the arrival and departure times at points where delays occur and name of party responsible for such delays.

10. SHIPPING CONTAINERS:

- a. Waste to be packaged in new or reconditioned DOT specification containers. Reused non-reusable containers will NOT be accepted.
- b. When drums and/or containers are found to be defective or leaking through no fault of the carrier, the necessary equipment and/or supplies and the over pack drums or container will be provided to complete transportation of the shipment. The charges for obtaining the equipment and/or supplies and the application of an over pack drum or container will be assessed against the Consignor and will be in addition to all other applicable charges.

SECTION 2--ROUTING AND PERMITS

1. ROUTING--If required by Federal, State or Local regulations, Carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipments of hazardous materials, wastes, or substances, or radioactive waste material, from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency for the transportation of hazardous materials, wastes, or substances, or radioactive waste material, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115 percent of the shortest mileage from initial or origin to final destination, the distance in excess of 115 percent will be charged for at the rate per mile of ..... \$ 3.60. All mileages shall be computed by use of Tariff HGB 100 series (Mileage Guide).
2. PERMITS--When special permits authorizing the transportation of specific shipments of hazardous materials, waste, or substances, or radioactive waste materials are required by Federal, State or Local regulations, the purchase costs of such permits will be paid by the Carrier and collected as follows:
  - a. The purchase costs of such permits for each state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment, plus a service charge for each permit procured of ..... \$ 11.00
  - b. Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the shipper or party requesting movement of the shipment upon request.

ITEM 567-10

HAZARDOUS MATERIALS, TRANSPORTATION OF

Shipments subject to the provisions of Item 567 of this tariff will be assessed, in addition to all other applicable charges, a handling Charge per shipment, as follows:

Shipments rated subject to LTL rates .....	\$ >12.00
Shipments rated subject to TL rates .....	\$ >125.00

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 567-10 (?TRANSFERRED TO 1st Revised Page 38)

ITEM 570

IMPRACTICABLE OPERATIONS

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

1. The conditions 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.
4. Ferries.

ITEM 575 @

INSPECTION OF TENDERED PROPERTY

If the description or other information on the bill of lading is incomplete or believed to be incorrect, MXLP will take the necessary action to determine the correct information. Actions to determine actual freight characteristics include: Inspection of packages; verification of gross shipment weights; verification of actual or declared density; or collection of sufficient evidence necessary to verify whether or not the shipment is described correctly. When any such information is found to be incorrect, the bill of lading and MLXP's freight bill will be correct and freight charges assessed according to the properly corrected information. An additional charge will be assessed, in addition to all other applicable charges, when such correction(s) are necessary of:

Charge per shipment ..... \$ 14.00

ITEM 578

LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Where rates are published in tariff(s) governed by the provisions of this tariff, which are subject to provisions that Consignor is to Load and/or Consignee is to Unload the shipment(s), the following additional provisions shall apply: (See NOTE A)

1. At time of shipment a notation must be made on the Bill of Lading and Shipping Order that consignor is to load and/or consignee is to unload the shipment.
2. The requirements in Paragraph "1" that notation must be placed on Bill of Lading and Shipping Order at time of shipment will not apply when entire shipment consists of freight in a single container or freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 lbs., or more as tendered for shipment and loading is required by Consignor and unloading required by Consignee, per NMFC Item 568.
3. When the Bill of Lading and Shipping Order notation as required in Paragraph 1 of this item is inadvertently omitted, the Consignor and/or Consignee must furnish the carrier with proof, satisfactory to the carrier, within 60 days from the date of delivery that loading and unloading was actually performed in accordance with the provisions of this item, except for the absence of the notation required in Paragraph 1.
4. The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the Consignor and/or Consignee at his expense, without any assistance from the carrier. The carrier's employee and power unit are to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading, but will render no assistance in loading or unloading.
5. The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports, not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation, must be furnished and installed by the Consignor.
6. The complete unloading service means that the Consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
7. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by the Consignor and/or Consignee, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the Consignor or Consignee, otherwise the rate will not apply and rates otherwise published will be assessed.
8. In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements of this item as to loading or unloading.
9. If the Consignor, or any party tendering any portion of the shipment, refuses to perform the loading or the Consignee, or any party receiving any portion of the shipment, refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

NOTE A--This item will not apply on shipments of Iron or Steel Articles. See Item 578-01.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 1, 2004

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 578-01

LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

The provisions of this item apply only on shipments of IRON OR STEEL ARTICLES:

1. Where rates are published in tariff(s) governed by the provisions of this tariff; and
2. Where rates are subject to provisions that Consignor is to Load and/or Consignee is to Unload the shipment(s); and
3. The following additional provisions:
  - a. The loading and/or unloading must be performed by the Consignor and/or consignee.
  - b. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by the Consignor and/or Consignee, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the Consignor or Consignee, otherwise the rate will not apply and rates otherwise published will be assessed.
  - c. In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements of this item as to loading or unloading.
  - d. If the Consignor, or any party tendering any portion of the shipment, refuses to perform the loading or the Consignee, or any party receiving any portion of the shipment, refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.
  - e. On heavy or bulky articles requiring special devices for safe loading or unloading, Consignor or Consignee shall furnish such special devices and men necessary to operate the special devices and shall assume full responsibility for any damage to the shipment or carrier's equipment while being loaded or unloaded.

ITEM 578-05

LOADING OR UNLOADING BY CARRIER'S DRIVER

Shipments subject to TL or VOL rates must be loaded and/or unloaded by the Consignee or Consignor, as the case may be. Where Carrier's driver is required to assist in loading and/or unloading, as the case may be, an addition charge will be assessed to the party requiring such service, as follows:  
Charge per service per shipment ..... \$>150.00

ITEM 580

MARKING OR TAGGING FREIGHT

1. The provisions of this item are subject to the provisions of NMFC Item 580.
2. Charges accruing under the provisions of this item are in addition to all other lawfully applicable rates and charges.

SECTION 1--MARKING OR TAGGING FREIGHT-LTL or AQ

Except as otherwise provided for in this item, when shipments are released to a carrier with instructions to prepare a Bill of Lading, or where Bill of Lading is prepared by the owner of the goods and supplied to the carrier, the carrier will tag the freight to conform with NMFC Item 580, subject to the following charges:

- a. LABELS OR TAGS SUPPLIED BY OWNER OF GOODS:
  - Charge per individual piece of freight (Charge per label or tag) ..... \$ >2.00
  - Minimum Charge Per Shipment ..... \$ >25.00
- b. LABELS OR TAGS SUPPLIED BY CARRIER:
  - Charge per individual piece of freight (Charge per label or tag) ..... \$ >2.00
  - Minimum Charge Per Shipment ..... \$ >25.00

SECTION 2--IMPORT FREIGHT MOVING IN-BOND

1. Import shipments of LTL or AQ freight, forwarded IN-BOND, which upon delivery to the carrier at the Port of Entry, bear blind or abbreviated markings, shall be marked with red label or tag of the U.S. Government to show the following information, which will be considered in full compliance with NMFC Item 580:

TRANSPORTATION ENTRY NO.

FROM \_\_\_\_\_

(Station)

TO \_\_\_\_\_

(Destination)

NOTICE - THIS PACKAGE IS UNDER BOND, AND MUST BE DELIVERED INTACT TO THE CHIEF OFFICER OF THE UNITED STATES CUSTOMS AT \_\_\_\_\_

2. Shipments marked in accordance with this Section, when prepared and/or applied by the carrier:
  - Charge per individual piece of freight (Charge per label or tag) ..... \$ .50
  - Minimum Charge Per Shipment ..... \$ 20.00
3. Any additional marking required by the Consignor, if performed by the carrier, will be charged for at the same rate as provided in Paragraph 2 of this Section.
4. The charges in this item will not apply when the vehicles are loaded to visible capacity and sealed with a red IN-BOND customs seal.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 580 (Conc.)

MARKING OR TAGGING FREIGHT  
SECTION 3-- FREIGHT NOT MOVING IN BOND

1. On Import, Coastwise or Intercoastal traffic and on shipments received at steamship piers, which upon delivery to carrier, or its agent, at the Ports of Entry, bear blind or abbreviated markings, will, if necessary for proper identification, after completion of Customs' formalities, be marked in conformity with NMFC Item 580.
2. When marking is done by an employee of the carrier, or other party acting as agent for the carrier, the charge for such marking will be as provided in SECTION 4. Such charge, unless paid to the carrier or its agent, at the Port of Entry, will follow as an Advanced Charge against the shipment.

SECTION 4--CHANGING MARKINGS OR TAGS

1. Subject to the provision of NMFC Item 580, the carrier will at the request of the Consignor or Consignee, change or alter according to instructions, the markings or tags on any packages or piece of freight subject to the following charges:  
 Charge per individual piece of freight (Charge per label or tag) ..... \$ .50  
 Minimum Charge Per Shipment ..... \$ 20.00
2. The charges accruing under the provisions of this Section, must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

ITEM 590-25

MAXIMUM LIABILITY -- HOUSEHOLD GOODS/PERSONAL EFFECTS

Household goods means used household goods or personal effects such as clothing, furniture or items for personal or residential use. All household goods will be release to a value not exceeding \$0.10 per pound and will be moved as class 100. All personal effects will be defined as household goods. Household goods/personal effects classed higher than class 100 will be released at a maximum liability of \$0.10 per pound

ITEM 590-50

MAXIMUM LIABILITY

>Cancel; apply provisions of Item 420.

ITEM 596

MAXIMUM WEIGHTS--TL OR VOL SHIPMENTS

Except as specifically provided in individual items, TL or VOL provisions subject to a maximum weight restriction, will apply only to the extent the total weight of the shipment does not exceed such maximum weight. That portion of a shipment in excess of a stated maximum weight shall be rated as a separate shipment.

?Items 610-01 and 645 formerly published on this page are hereby moved to Page 41A.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 5, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 610-01

## MINIMUM CHARGE--HOUSEHOLD GOODS OR PERSONAL EFFECTS

The Minimum Charge for an LTL or AQ shipment of Household Goods or Personal Effects, as described in NMFC Items 100200 and 100262, moving under rates in tariffs governed by this tariff, will be the charge for 500 pounds at the applicable rate, but not less than the Minimum Charge published between the origin and destination in which the traffic is moving.

## ITEM 645

## MIXED SHIPMENTS--MAXIMUM PERCENTAGE OF MIXTURE

(Exceptions to Sections 1, 2 and 3 of NMFC Item 640)

1. When rates are published in tariffs making reference to this tariff which provide for a maximum percentage as to the amount of a commodity or commodities that may be included in the mixed shipment, and a greater amount than the allowable percentage of such commodity or commodities is included in the shipment, the following provisions shall apply:
  - a. The rates will apply on such restrictive commodities, up to and including the allowable percentage.
  - b. The excess is to be rated as a separate shipment. The rate to apply will be the rate applicable on the weight of the article or articles being charged for on the basis of the rate or rates considering such portion as a separate shipment for rating purposes, subject to a minimum charge if applicable.
2. When there is more than one commodity subject to a single maximum percentage restriction, the allowable percentage will consist of the lowest rated commodity or commodities necessary to make up such percentage.
3. When percentage limitations are separately provided on different commodities, rates will apply on each commodity up to and including the allowable percentage. Any excess weight of each commodity will be charged for as a separate shipment. The rate to apply on such excess will be the rate applicable on the weight of the article or articles being charged for on the basis of the rate or rates considering such portion as a separate shipment for rating purposes, subject to a minimum charge if applicable.
4. When on TL or VOL shipments, the weight in excess of the allowable percentage may not be used to make up the TL or VOL minimum weight. Any deficit in the minimum weight will be charged for at the mixed TL or VOL rate.
5. The provisions of this item will not apply on mixed shipments of:
  - ADMINISTRATION SETS per NMFC Item 59384; nor
  - SOLUTIONS or DISTILLED WATER per NMFC Item 59380.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 645-01

## MIXED SHIPMENTS - LTL OR AQ

On a mixed LTL shipment or AQ shipment consisting of 2 or more commodities subject to different rates, the charge for each commodity shall be the respective LTL or AQ rates applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated of such commodities.

## ITEM 645-02

MIXED SHIPMENTS--VOLUME OR TRUCKLOAD  
(Exceptions to NMFC Item 640)

## SECTION 1

Except as otherwise provided, a number of articles constituting a mixed TL or VOL shipment, for which the same or different TL or VOL rates, classes, ratings or minimum weights are provided, will be charged for, as follows:

1. At the actual or authorized estimated weight; and
2. At the straight TL or VOL Commodity Rate, Column Commodity Rate, Exception Class Rate or Class Rate (Other than "Specific Mixture", "All Freight", "Freight, All kinds" or "All Commodity" Rates or Ratings) applicable to each article, except as provided in NMFC Item 310 and NMFC Item 640, Sec. 3; and
3. At the highest straight TL or VOL minimum weight that would be applicable to any article(s) in the shipment, if that quantity of each article in the mixed shipment had been tendered as a straight TL or VOL shipment.
4. Any deficit in the minimum weight will be charged for at the lowest TL or VOL rate applicable to any article in the mixed TL or VOL shipment.

## SECTION 2

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

## SECTION 3

1. Subject to the provisions of Section 1, when the aggregate charge on the entire shipment is less on the basis of:
  - a. The TL or VOL rate and TL or VOL minimum weight, or actual or authorized estimated weight if in excess of the TL or VOL minimum weight, for one or more of the articles; and
  - b. The LTL rate(s) on the actual or authorized estimated weight for the other article(s);
 the shipment will be charged for accordingly.
2. The LTL rate to apply will be rate applicable on the weight of the article(s) subject to such LTL rate(s), considering such portion as a separate shipment for rating purposes, subject to the applicable minimum charge.
3. The weight of the portion of the shipment assessed LTL rates shall not be used in computing the applicable TL or VOL minimum weight.
4. The articles included in TL or VOL shipments on which LTL rates are applied, will be subject to TL or VOL package requirements, and if so packed or prepared for shipment, will not be subject to increased charges provided in Section 3(a) of NMFC Item 687.

## SECTION 4

1. Shipments subject to TL or VOL rates or ratings, applying on "Specific Mixtures", "All Freight", "Freight All Kinds", "All Commodity" or similarly designated rates or ratings will be charged for on the basis of the TL or VOL rate and its accompanying minimum weight or actual weight when greater.
2. If an article(s) not provided for in the mixture is included in a shipment, such article(s) will be charged for as a separate LTL or TL or VOL shipment, whichever produces the lowest charge.
3. The LTL rate to apply will be rate applicable on the weight of the article(s) subject to such LTL rate(s), considering such portion as a separate shipment for rating purposes, subject to the applicable minimum charge.
4. The weight of the portion of the shipment assessed LTL rates shall not be used in computing the applicable TL or VOL minimum weight.
5. The articles included in TL or VOL shipments on which LTL rates are applied, will be subject to TL or VOL package requirements, and if so packed or prepared for shipment, will not be subject to increased charges provided in Section 3(a) of NMFC Item 687.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 645-02 (Conc.)

MIXED SHIPMENTS--VOLUME OR TRUCKLOAD  
(Exceptions to NMFC Item 640)

SECTION 5

If a lower charge results under the application of Sections 1, 2 or 3, than under the provisions for a specific TL or VOL mixture, such lower charge will apply.

SECTION 6

Where different TL or VOL rates and minimum weights are provided on the same article included in a mixed TL or VOL shipment, the lowest charges 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 7

1. On mixed TL or VOL shipments of commodities subject to "Excess" rates or ratings, each commodity shall be considered separately and "Excess" rates or ratings will apply only when the stated minimum weight is met on each commodity.
2. Two or more commodities subject to the same rates or ratings and minimum weights are to be treated as one commodity in applying the excess class rate or rating.
3. Excess rates or ratings are those rates or ratings specifically published to apply on the amount of the shipment loaded in the same vehicle which exceeds the stated minimum weight.

SECTION 8

The provisions of this rule will also apply on shipments accorded stopoff-in-transit privileges in accordance with the provisions of the tariff making reference hereto, or provisions authorized herein.

ITEM 647

NOTIFICATION PRIOR TO DELIVERY

1. When a carrier is requested to give telephone or written notice of arrival, as a condition necessary prior to delivery on shipments subject to minimum charge or rates applying on less than 20,000 pounds, a charge per shipment will be assessed, as follows.....\$ 16.00
2. The provisions of Paragraph 1 of this item are NA:
  - a. When the service in Item 768 (PRELODGING (PRIOR TO DELIVERY) OF FREIGHT BILLS) is performed.
  - b. On Export, Coastwise or Intercoastal shipments at:
 

Gulfport, MS	Pascagoula, MS	Savannah, GA
Mobile, AL	Pensacola, FL	
  - c. When the consignee of a shipment is located at a Private Residence and/or Other Such Locations, including non-commercial and construction sites, as specifically provided for in PART 1 of Item 753 (DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS). Apply the provisions published in Item 753.

ITEM 665

OVER-DIMENSION FREIGHT  
OVER-LENGTH ARTICLES

A shipment containing an article or articles measuring 13 feet or more in length may be subject to the following additional charges to the net rate applicable to the shipment:

- a. If the longest article is 13 feet, but less than 24 feet ..... \$ >50.00
- b. If the longest article is 24 feet or more ..... \$ >100.00

ITEM 670

OVER-DIMENSION FREIGHT

Shipments which, because of their weight, dimensions or dangerous character, require procurement of Special Permits for transportation over streets or highways will be transported subject to the following conditions and minimum charges:

1. Arrangements for transporting such freight must be made with the originating carrier before the shipment, or any portion thereof, is tendered for transportation.
2. Such shipments will be subject to freight charges as follows:
  - a. Apply 110 percent of the charges based on the applicable rate times the applicable TL or VOL minimum weight, or actual weight, whichever is greater,
  - b. Subject to a minimum charge of 150 percent of the charge based on the applicable Class rate and TL or VOL minimum weight.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 670-01

OVER DIMENSION FREIGHT  
PERMITS-SPECIAL

Any shipment which, due to size (height, width or length), shape or weight, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following: (See NOTE C)

PART 1--PERMITS

The purchase cost of such permits, and all other expenses necessary to secure such permits, and all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits, will be paid by the carrier and collected as follows:

- a. All such expenses or charges shall be collected from the shipper or party requesting movement of the shipment, plus a service charge per vehicle per state in which permit is procured shall be assessed, as follows:  
CHARGE PER VEHICLE PER STATE ..... \$ 53.00
- b. Except for the service charge per vehicle per state for each permit shown in Paragraph a, above, evidence of payment of all other charges provided for in this section, shall be furnished to the shipper or party requesting movements of the shipment, upon request.
- c. When a shipment requires more than one vehicle, charges provided herein DO NOT apply to vehicles which do not contain articles or commodities requiring such permits.

PART 2--FLAGMAN OR ESCORT SERVICE

Except as provided, any shipment which, due to size, shape or weight, requires a flagman or flagmen to accompany the vehicle, the following charges will be assessed to the Consignor or party requesting movement of the freight:

- a. FLAGMAN SERVICE--For each flagman accompanying the vehicle in or on which the shipment is being transported:  
Charge, per man, per hour (See NOTE A) ..... \$ 27.00
- b. ESCORT SERVICE--For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported:  
Charge, per vehicle with flagman, per hour (See NOTE B) ..... \$ 32.00

NOTE A--Time will be computed from time flagman reports for duty at point and time designated by Consignor or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.

NOTE B--Time will be computed from time vehicle with flagman leaves carrier's terminal nearest point of origin until return to such terminal, but not to exceed 15 hours in any one day.

NOTE C--Charges for services provided in this item shall also be assessed when such services are furnished because of instructions or information given by Consignor or party requesting movement of the shipment.

ITEM 680

PACKING OR PACKAGING REQUIREMENTS  
SECTION 1

- 1. Where packing requirements are not provided in this tariff, or tariffs governed by this tariff, the packing requirements of the NMFC will apply.
- 2. Where packing requirements are provided in this tariff, or tariff governed by this tariff, rates and/or ratings will apply only when the article(s) are packed in accordance with such packing requirements. Such rates and/or ratings will also apply when the article(s) are packaged as required, and placed on pallets.

SECTION 2  
PACKING OR PACKAGING--NON-COMPLIANCE WITH  
(Exception to Section 3(a) of NMFC Item 687)

- 1. The provisions of this Section applies only on articles in packages which also serve as Display Stands or Racks, and then only when the article(s) and necessary interior packing devices occupy less than 80 percent of the interior cubic capacity of the outer shipping container.
- 2. The transportation charge on articles which fail to comply with packing requirements, and failure to comply is discovered after articles have been accepted for transportation, must be determined as follows:  
When LTL or AQ classes or ratings are applicable to the articles shipped, the charge shall be 200 percent of the charge determined by applying the highest LTL or AQ class or rating provided for such articles in the same shipping form.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 710

## PALLETS OR CONTAINERS

## SECTION 1--SHIPMENTS TRANSPORTED IN OR ON SHIPPING CARRIERS

Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading covering the loaded movement.

## SECTION 2--FREE RETURN OF PALLETS OR CONTAINERS

Any request or provisions noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will not be binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage on the shipment.

## SECTION 3--NON-APPLICATION

The provisions of this item is NA on marine type or intermodal containers designed for highway use on wheels.

## ITEM 750

## PICKUP 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 the carrier during business hours, at one site, subject to the following provisions:

## SECTION 1--PLACEMENT OF VEHICLE

1. FOR LOADING--At the request of the Consignor, the carrier will furnish and place a vehicle at the loading site designated by the Consignor to pickup a shipment tendered for transportation.
2. FOR UNLOADING--The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of vehicle at the delivery site designated by the Consignee.
3. For the purpose of providing pickup or delivery services, carrier will furnish only one (1) vehicle, except:
  - a. When shipment is subject to the provisions of Item 390 (CAPACITY LOAD); or
  - b. When shipment, as tendered, exceeds the legal or actual loading capacity of the vehicle furnished, the excess may be loaded in a separate vehicle; or
  - c. When carrier exercises its option under Item 900 (STOPOFFS FOR LOADING OR UNLOADING); or
  - d. Where other tariff provisions specifically provide for the use of more than one vehicle.

## SECTION 2--LOADING BY CARRIER

1. Freight tendered for loading shall be so situated by the Consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading. See Item 566 (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE).
2. Carrier will furnish only one man per vehicle for loading, whether the driver, helper or any other carrier employee. Extra labor for loading may be provided subject to the provisions of Item 560 (EXTRA LABOR).
3. Loading, as defined in this item, includes stowing and counting of the freight in or on the carrier's vehicle.

## SECTION 3--UNLOADING BY CARRIER

1. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. See Item 566 (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE).
2. Carrier will furnish only one man per vehicle for unloading, whether the driver, helper or any other carrier employee. Extra labor for unloading may be provided subject to the provisions of Item 560 (EXTRA LABOR).
3. Unloading, as defined in this item, includes the counting and removing of the freight from the position in which it is transported in or on the carrier's vehicle.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 750 (Conc.)

PICKUP 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 the carrier during business hours, at one site, subject to the following provisions: (Conc.)

SECTION 4--RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER

1. Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight; nor does it include opening of packages or unitized shipments, including shrink wrapped or bonded freight on pallets or skids.
2. Loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment, such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the Consignor or the Consignee, shall furnish the equipment and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading. Carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type).

SECTION 5--LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE

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

SECTION 6--WAIVER OF DELIVERY RECEIPT

When the Consignor, or owner of the freight, has made written arrangements with the carrier, freight consigned to Construction Sites, or other places where no representative of the Consignee, or Owner of the freight, is present or available to receipt for the shipment, will be delivered and unloaded by the carrier and left unattended at the place designated. The carrier will unload the shipment, providing the otherwise applicable tariff rules or rates do not specifically require the Consignee to so perform such service.

SECTION 7--HEAVY OR BULKY FREIGHT--LOADING OR UNLOADING

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 shipments:

1. WEIGHS 110 LBS. OR LESS--The carrier will perform the loading and/or unloading.
2. WEIGHS MORE THAN 110 LBS., BUT LESS THAN 500 LBS.:
  - a. The carrier will perform the loading and/or unloading where the Consignor or Consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle, and the freight does not:
    - (1) Exceed 8 feet in its greatest dimension or 4 feet in each its greatest and intermediate dimension; or
    - (2) Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension; or
    - (3) 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.
  - b. When the freight does not meet the above criteria the Consignor or Consignee will perform the loading or unloading. On request of Consignor or Consignee, the driver will assist the Consignor or the Consignee in loading or unloading.
  - c. Where the Consignor and/or Consignee does not provide a dock, platform or ramp, the driver, upon request, will assist the Consignor or Consignee in loading and/or unloading.
3. WEIGHS 500 LBS. OR MORE--The Consignor or Consignee will perform the loading or unloading. On request of Consignor or Consignee, the driver will assist the Consignor or the Consignee in loading or unloading.

SECTION 8--NON-APPLICATION

The provisions of this item are NA to the extent that provisions published in the following items apply:

- Item 570 (IMPRACTICAL OPERATIONS); and
- Item 753 (PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS); and
- Item 754 (PICKUP OR DELIVERY SERVICE--SATURDAYS, SUNDAYS OR HOLIDAYS).

?Item 750-05 formerly shown on this page is hereby moved to Page 46A.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 750-01

PICKUP OR DELIVERY SERVICE - AIRPORTS

- 1. Shipments picked up at or delivered to Airport facilities, having limited access, will be assessed an additional charge of \$ 52.00 per shipment, in addition to all other charges.

ITEM 750-05

PICKUP OR DELIVERY SERVICE - DENTENTION, CORRECTIONAL, MILITARY OR STORAGE FACILITIES

- 1. Shipments picked up at or delivered to the limited access facilities listed in this item will be assessed an additional charge as follows per shipment, in addition to all other charges.

Charge per CWT ..... \$ >3.50  
 Minimum Charge Per Shipment ..... \$ >60.00  
 Maximum Charge Per Shipment ..... \$>350.00

- 2. Facilities referred to in this item are:

Correctional Facilities	Military Bases	Prisons
Detention Facilities	Military Camps	Storage Facilities
Jails	Military Facilities	

@ITEM 750-09

> PICKUP OR DELIVERY SERVICE IN ILLINOIS AND GEORGIA

- 1. Shipments picked up at or delivered to points assigned the Zip Codes listed in Paragraph 2 herein, will be subject to an additional charge of \$15.00 per shipment or \$2.50 per CWT whichever produces the greater amount, subject to a maximum of \$50.00, in additon to all other charges.
- 2. Applies at points assigned the following Zip Codes by the U.S. Postal Service:  
 IL Points in Zip Codes: 60601-60607, 60610, 60611, 60654, 60661, 60664, 60670, 60680 and 60681  
 GA Points in Zip Codes: 30303, 30308-30310, 30312-30316, 30318 and 30334

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 750-10

PICKUP OR DELIVERY SERVICE IN GEORGIA, NORTH CAROLINA AND SOUTH CAROLINA

- Shipments picked up at or delivered to points assigned the Zip Codes listed in Paragraph 2 herein, will be subject to an additional charge of \$26.00 per shipment, in addition to all other charges.
- Applies at points assigned the following Zip Codes by the U.S. Postal Service:  
 GA Points in Zip Codes: 31327,31328,31522,31527,31548,31561  
 NC Points in Zip Codes: 27915,27920,27943,27948,27949,27950,27953,27954,27959,27960,27968,27972,27978,27981,27982,28402 thru 28412,28428,28429,28445,28449,28461,28465,28480,28511,28512,28520,28553,28584,28589,28708,28712,28713,28717 thru 28719,28723,28725,28733 thru 28736,28741,28747,28763,28766,28768,28771,28772,28774,28775,28779 thru 28781,28783,28788,28789,28901 thru 28909  
 SC Points in Zip Codes: 29412,29426,29429,29436,29438,29439,29449,29451,29452,29455,29456 thru 29458,29470,29482,29585,29901,29902,29903,29904,29905,29906,29907,29910,29914,29915,29920,29925,29926,29927,29928,29931,29935,29941

ITEM 750-13

PICKUP OR DELIVERY SERVICE AT GATLINBURG, PIGEON FORGE AND SEVIERVILLE, TN

Shipments picked up at or delivered to Gatlinburg, Pigeon Forge or Sevierville, TN will be subject to an arbitrary charge of >\$24.00 per shipment, in addition to all other charges.

ITEM 750-275

PICKUP OR DELIVERY SERVICE

- The charge shown in this item will apply on each shipment picked-up or delivered to:  
ANY EXHIBITION PLACES, TRADE SHOWS, TRAVELING SHOWS, CHAUTAUQUAS, FAIRS, CARNIVALS, CONVENTIONS OR EXPOSITIONS.
- The charge is in addition to freight charges and all other applicable charges and is to be paid by the party responsible for the freight charges, as follows:  
 Charge per 100 lbs. .... \$ 9.50  
 Minimum Charge per shipment ..... \$ 216.00

ITEM 751

PICKUP OR DELIVERY SERVICE  
DELIVERY SERVICE TO MINES

Shipments delivered to Mines will be transported will be subject to the following:

- MINES--Means the site of any pit, excavation shaft or deposit at which coal, ore or minerals are, have been or will be extracted. Such site or "Mine" shall include the entire property upon which the mine is located, and delivery to any facility, such as Mine Warehouses, Mine Deposits, Mine Supply Houses, Mine Tipples ,or similar receiving facilities located on such property, will be considered as delivery to a Mine.
- Shipments delivered to Mines will, in addition to all other applicable charges, be subject to the following charges:  
 LTL or AQ Shipments, charge per 100 lbs. .... \$ .75  
 TL or VOL Shipments (See NOTE A) ..... \$ .50  
 Minimum Delivery Charge Per Shipment ..... \$ 30.00

NOTE A--Charges applies on actual weight or TL or VOL minimum weight, whichever is greater.  
On shipments involving stopoffs, charges apply to each portion of the shipment delivered to a Mine.

ITEM 753

PICKUP OR DELIVERY SERVICE  
DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER LOCATIONS  
PART 1--GENERAL APPLICATION

- The provisions of this item apply only when the consignee of a shipment is located at:
  - A private residence, apartment, camp (other than military), church, country club, estate, farm, rectory or school, or any other place designated by the city or county as residential, hereinafter referred to collectively as "RESIDENTIAL". (See Paragraph 2, PART 1)
  - Any location designated for non-commercial use, including construction sites. (See Paragraph 3, PART 1)
- The term "PRIVATE RESIDENCE" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.
- The term "CONSTRUCTION SITE" shall include all such locations, including locations being developed for commercial use.

PART 2--BILL OF LADING

- On shipments requiring residential delivery, shipper shall so state on Shipping Order or Bill of Lading and should also state name and telephone number and full address of the party to contact to arrange for delivery.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 753 (Conc.)

PICKUP OR DELIVERY SERVICE  
DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER LOCATIONS

- 2. Omission by the shipper to include the information noted above, or the shipper's omission of not marking the Bill of Lading that residential delivery is required will not relieve the shipper and/or consignee from the responsibility of paying the residential delivery service charges as outlined in this item.
- 3. On interline shipments, each participating carrier should provide this information to each succeeding carrier.

PART 3--ARRIVAL NOTICE

Before tender of delivery is initially attempted, carrier will provide consignee with notice of arrival by telephone, U.S. mail or telegraph, and reach a mutual arrangement for delivery as provided in PART 4.

PART 4--ARRANGEMENTS FOR DELIVERY

The carrier's arrival notice shall ask consignee for a satisfactory delivery date and shall advise the consignee of the following:

- 1. That shipment is immediately available for pickup at carrier's terminal if desired.
- 2. The carrier's next delivery schedule for the delivery area involved.
- 3. The delivery requirements of the shipment, including:
  - a. The shipment weight, its packaging and freight payment requirements.
  - b. Extra charges applicable under Paragraph (e) including extra charges applicable when consignee requests delivery at positions not immediately adjacent to vehicle. See Item 566 (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE).
  - c. Any such information that might assist advance planning on the part of consignee and facilitate delivery.

PART 5--CHARGES

- 1. Shipments consigned to locations defined in PART 1, above, will be assessed, in addition to all otherwise applicable charges, a per shipment charge as follows:
 

Charge per 100 lbs. ....	\$ >3.50
Minimum Charge per shipment .....	\$ >60.00
Maximum Charge per shipment .....	\$ >350.00
- 2. Unless otherwise specified, the charges for services provided in this item will be the responsibility of the payor of the freight charges.

ITEM 754

PICKUP OR DELIVERY SERVICE--SATURDAYS, SUNDAYS OR HOLIDAYS

- 1. When consignor or consignee requests carrier to pickup and/or deliver freight on Saturdays, Sundays or Holidays, such service will be subject to the following charges, which shall be in addition to all other applicable charges:
 

Charge per man, per hour, or fraction thereof .....	\$ >70.00
Minimum charge per man, per day .....	\$ >250.00
- 2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of the 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.
- 3. Consignor or consignee may request carrier to place or pickup empty trailer(s) (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 charges for this service will be:
 

Charge per man, per day, or fraction thereof .....	\$ >250.00
--	------------
- 4. Carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or Holidays.
- 5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.
- 6. a. The term "HOLIDAY" means: Christmas Day, Independence Day, Labor Day, New Years Day, Thanksgiving Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed.
  - b. When the holiday falls on Sunday, the following Monday will be considered as a holiday. When the holiday falls on Saturday, the preceding Friday will be considered as a holiday.
  - c. If a delivery date is specified on the Bill of Lading or the Shipping Order and it is a Saturday, Sunday or a Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or a Holiday.

ITEM 765

PRECEDENCE (PRIORITY) OF RATES--AQ, LTL AND TL OR VOL COMMODITY OR COLUMN COMMODITY RATES

- 1. A TL or VOL commodity rate or column commodity rate removes the applications of an AQ or LTL commodity rate or column commodity rate only when the minimum weight requirement of the TL or VOL commodity rate or column commodity rate is met or charged for.
- 2. An AQ Commodity or Column Commodity rate removes the application of:
  - a. A LTL or AQ Class rate on the same quantity.
  - b. A TL or VOL Class rate.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 765-01

PRECEDENCE (PRIORITY) OF RATES, RULES OR OTHER PROVISIONS OF INDIVIDUAL CARRIER TARIFFS  
Rates, Rules or Provisions named in this tariff do not apply for the account of any individual participating carrier to the extent that such carrier provides conflicting or duplicating rates, rules or provisions in any applicable tariff issued by such individual carrier.

ITEM 766

PRECEDENCE (PRIORITY) OF RULES

Where a rule is published in this tariff covering the same service as a rule published in National Motor Freight Classification NMF 100 series, such rule published herein, to the extent of its application will apply in lieu of the rule published in National Motor Freight Classification NMF 100 series.

ITEM 768

PRELODGING OR PRIOR PICK-UP OF FREIGHT BILLS

?PART 1 - PRELODGING (PRIOR TO DELIVERY)

A charge will be assessed when consignee requires delivery of freight bills prior to delivery of shipment, as follows:

Charge per shipment .....	\$ 21.00
Maximum charge for each delivery of freight bills .....	\$ 127.00

>PART 2 - PRIOR PICK-UP OF FREIGHT BILLS

A charge will be assessed when consignor requires carrier to pick-up freight bills or other shipping documents at a location other than the site at which the freight is actually tendered to the carrier, prior to the actual tender of the freight to the carrier, as follows:

Charge per shipment .....	\$ 21.00
Maximum charge for each pick-up of freight bills .....	\$ 127.00

ITEM 769

PREPAYMENT OR GUARANTEE OF CHARGES

Except as provided, shipments will be accepted subject to the following provisions:

SECTION 1

A PREPAID shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the consignor.

SECTION 2

A COLLECT shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.

SECTION 3

1. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under the federal or state credit regulations.
2. A shipment moving under the provisions of this SECTION, will not be accepted if the consignee executes Section 7 of the Bill of Lading.

SECTION 4

If, in the judgment of the carrier picking-up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be PREPAID.

SECTION 5

1. If a shipment is required by SECTION 4 hereof, or by any provisions of this classification to be PREPAID, it will be accepted on a collect basis if the consignor has established credit with the carrier picking-up the shipment at origin and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under the federal or state credit regulations.
2. A shipment moving under the provisions of this SECTION, will not be accepted if the consignee executes Section 7 of the Bill of Lading.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE SEPTEMBER 1, 2000

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 770

## PREPAYMENT OF CHARGES

1. When combination of rates and/or charges are applicable, such rates and/or charges will be computed over the point or points of actual interchange (points where the freight will be physically interchanged from one carrier to another carrier) and must be PREPAID through to destination. (See NOTE A)
2. Freight and accessorial charges on all shipments consigned to federal, state, county or local Governmental Bodies or agencies, including schools, must be PREPAID or guaranteed. (See NOTE A)
3. Freight charges must be PREPAID:
  - a. On all shipments consigned to or care of Amusement Parks, Fairs, Chautauquas, Exhibitions, Traveling Shows or Trade shows.
  - b. On all shipments weighing less than 1,000 lbs. when originating at or destined to PALM BEACH, FL.
  - c. On all shipments destined to MEXICO.
  - d. On all EXPORT shipment.

NOTE A--NA on shipments moving on Government Bills of Lading.

## ITEM 770-01

## PREPAYMENT OR COLLECTION ON PARTIAL BASIS

Except as otherwise provided in tariffs making reference to this tariff, no shipment will be accepted on a partially prepaid or partially collect basis.

## ITEM 780

PROHIBITED OR RESTRICTED ARTICLES  
SECTION 1--PROPERTY OF EXTRAORDINARY VALUE.

1. Articles of extraordinary value will not be accepted for shipment nor as premiums accompanying other articles.
2. Unless otherwise provided, the following property will not be accepted for shipment, nor as premiums accompanying other articles:
 

Bank bills	Notes
Currency, other than coin (See NOTE 1)	Original works of art (See NOTE 5)
Deeds	Postage stamps
Drafts	Precious stones
Jewelry, other than costume or novelty jewelry	Revenue stamps (See NOTE 3)
Letters, with or without stamps affixed (See NOTE 2)	Valuable papers of any kinds
Museum exhibits or articles of antiquity (See NOTE 4)	

NOTE 1--MONETARY COINS will not be accepted as premiums with other articles except as authorized in NMFC Item 310.

NOTE 2--UNITED STATES MAIL will be accepted when the consignor and consignee are United States Post Offices.

NOTE 3--Except U.S. INTERNAL REVENUE DISTILLED SPIRITS STAMPS, which will be accepted in TL or VOL shipments only.

NOTE 4--Except ANTIQUE FURNITURE subject to NMFC Items 100240 and 100260 or NUMISMATIC EXHIBITS subject to NMFC Item 63830.

NOTE 5--Except PICTURES or PAINTINGS subject to NMFC Items 100240, 100260 and 149420.

## SECTION 2--FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or carriers' equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may, for lack of suitable equipment, be refused.

## ITEM 815

## RATES AND CHARGES STATED IN UNITED STATES CURRENCY

1. Rates and charges contained in tariffs making reference hereto, or herein, are stated in currency of the United States.
2. When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less than the charges valued in U.S. currency.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 820

RECONSIGNMENT OR DIVERSION

A request for reconsignment or diversion of a shipment may be accepted, subject to the following provisions:

SECTION 1--DEFINITIONS

For the purpose of this rule, 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 and consignee.
2. A change in the place of delivery within original destination point.
3. A change in the destination point.
4. Relinquishment of shipment at point of origin. (See NOTE B)
5. Instructions received by the originating carrier prior to receipt of shipment. (See NOTE C)

SECTION 2--CONDITIONS

1. Requests for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to reship, return or reconsign a shipment.
2. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
3. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before consignment will be made.
4. Only entire shipments, not portions of shipments, may be reconsigned.
5. An order for reconsignment of a shipment moving under Uniform Order Bills of Lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchanged.
6. Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.
7. Marking or Tagging--Shipments requiring marking or tagging in order to comply with the provisions of NMFC Item 580, or when carrier is specifically requested to do so by the consignor or consignee, will be marked or tagged by the carrier, subject to charges for Marking or Tagging in Item 580 of this tariff.
8. Reconsignment will not be permitted on "IN BOND", shipments.
9. 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 Paragraphs 1 thru 8 of this Section will not apply.

SECTION 3--CHARGES FOR LTL SHIPMENTS  
PART A

IF RECONSIGNMENT RESULTS IN A CHANGE:

AND RECONSIGNMENT OCCURS:	In The Name Of The Consignor Or Consignee With No Change In Place Of Delivery	In The Place Of Delivery Within The Original Destination Point (See NOTE A)	In Destination Point, Including Points And Places, Other Than As Defined in NOTE A
Prior to Tender of Delivery (See NOTE E)	The Charges will be as published in: Section 3, PART B	The Charges will be as published in: Section 3, PART B	The Charges will be: Published tariff rates to and from Reconsignment Points, but not less than the published rate from the original point of origin to ultimate destination. (See NOTE D)
After Tender of Delivery	The Charges will be as published in: Section 3, PART B	The Charges will be as published in: SECTION 3, PART C	Published tariff rates to and from Reconsignment Point, but not less than the published rate from the original point of origin to ultimate destination.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 820 (Conc.)

RECONSIGNMENT OR DIVERSION

A request for reconsignment or diversion of a shipment may be accepted, subject to the following provisions: (Conc.)

SECTION 3--CHARGES FOR LTL SHIPMENTS (Conc.)

PART B

Charge per Shipment..... \$ >31.00

PART C

Charge Per 100 Pounds ..... \$ >3.60  
Minimum Charge Per Shipment ..... \$ >31.00  
Maximum Charge Per Shipment; or Maximum Charge Per Vehicle if more than one vehicle is used to transport the shipment ..... \$ >206.00

PART D

Charge per Shipment..... \$ >31.00

PART E

Charge Per 100 Pounds ..... \$ >3.60  
Minimum Charge Per Shipment ..... \$ >31.00  
Maximum Charge Per Shipment; or Maximum Charge Per Vehicle if more than one vehicle is used to transport the shipment ..... \$ 100.00

SECTION 4--CHARGES FOR TL OR VOL SHIPMENTS

Charge per Shipment ..... \$ 250.00  
PLUS, Charge per Mile for all out of route miles ..... \$ 1.30

NOTE A--Charges also apply for reconsignment to points and places outside of the original destination point provided such areas are:

1. Subject to the same line-haul rate as the original destination point; and,
2. Within the following air mileages measured from the municipal limits of the original destination point:

POPULATION OF ORIGINAL DESTINATION	AIR MILES FROM ORIGINAL DESTINATION
Less than 2,500.....	2
2,500 to 24,999.....	3
25,000 to 99,999.....	4
100,000 and over.....	5

3. If any portion of an incorporated municipality falls within the mileages shown, the entire municipality shall be involved.

NOTE B--Where a request is made by Consignor, before a shipment has left carrier's terminal at point of origin, including points and places defined in NOTE A, for:

1. Return of a shipment to the original place of shipment; or
  2. Delivery to another carrier at point of origin; or
  3. Relinquish possession to Consignor or to another carrier at carrier's terminal;
- such service, if performed, will be subject to the charges shown in Section 3, PART B.

NOTE C--Upon instructions received by the originating carrier, prior to receipt of a shipment, at point of Origin, accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt (not a Bill of Lading) to the party tendering the shipment, and then execute the Bill of Lading. Such shipment will be subject to the charge shown in Section 3, PART B.

NOTE D:

1. If the change in destination point is requested and instructions are received in time to affect the requested change at the original terminal of the originating carrier, an additional charge will be assessed, in addition to the applicable tariff rates and charges from points of origin to the new destination. Charges to be as shown in Section 3, PART D.
2. When Consignor or Consignee or its Agent elects to accept shipment at carrier's terminal located at Reconsignment Point, charges will be assessed on the basis of the applicable rates from point of Origin to Reconsignment Point, plus Reconsignment Charges as shown in Section 3, PART E.

NOTE E--The provisions governing reconsignment "Prior To Tender Of Delivery" will apply only when carrier receives the request for reconsignment:

1. Before shipment has been loaded on delivery vehicle, in cases where shipment is transferred to a City delivery vehicle for delivery; or
2. Before shipment has been dispatched for delivery, in cases where shipment is not transferred to City vehicle for delivery.

Thereafter, the provisions governing reconsignment "After Tender For Delivery" will apply.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1. RULES - GENERAL

ITEM 830	REDELIVERY
1. When a shipment is tendered for delivery, and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request.	
2. Additional tenders and final delivery services will be provided and assessed the redelivery charges shown in this item.	
3. Such charges will be in addition to all other lawfully applicable charges, and must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting redelivery, before the shipment is redelivered.	
4. If one or more additional tenders, or final delivery of the shipment, is made at consignee's place, the Redelivery Charges will be:	
Charge per 100 pounds .....	\$ 5.00
Minimum Charge Per Shipment, other than Order Notify Shipment .....	\$ 50.00
Minimum Charge Per Order Notify Shipment .....	\$ 50.00
Maximum Charge Per Shipment, or Per Vehicle if more than one vehicle is used to transport the shipment .....	\$ 600.00
5. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, charges will be:	
Charge per 100 pounds .....	\$ 1.00
Minimum Charge Per Shipment, other than Order Notify Shipment .....	\$ 10.00
Minimum Charge Per Order Notify Shipment .....	\$ 40.00
Maximum Charge Per Shipment .....	\$ 100.00

ITEM 845	REFERENCE TO TARIFFS, CLASSIFICATIONS OR PORTIONS THEREOF
Where reference is made to tariffs, classifications or portions thereof such reference will include amendments to or successive issues of such tariffs, classifications or portions thereof.	

ITEM 850	REPORTING CHARGE--ALCOHOLIC BEVERAGES
Each shipment containing alcoholic beverages, originating at or destined to, or transported through points in any state in which the common carrier is required to report such shipments to the state or any other governmental Agency, by filing a report showing the date, point of origin, point of delivery, size or quantity, and to whom delivered, or similar information, will be subject to a reporting charge to apply in addition to all other applicable charges, as follows:	
CHARGE PER SHIPMENT .....	\$ 17.00

ITEM 875	SERVICE DISCLAIMER
Unless specifically provided in carrier's individual tariffs or specific contracts, or the shipment is tendered as outlined in Items 875-01 or 875-02 of this tariff, MLXP will not provided guaranteed standards (transit times) for any shipment.	

<>ITEM 875-01	GUARANTEED SERVICE
When a guarantee service standard (transit time), as shown on the MLXP Website (www.milanexpress.com) on the date the shipment is tendered, is specifically requested in writing by a shipper or consignee, and by calling 800-957-4114, MLXP will provide such guaranteed service subject to the following:	
1. Charge will be an additional 25% or \$35.00 minimum charge on guaranteed by 1700. Example: On net freight charges of \$200.00, guaranteed service by 1700 would be \$250.00. On net freight charges of \$ 85.00, guaranteed service by 1700 would be \$120.00.	
2. Charge will be an additional 35% or \$ 75.00 minimum charge on guaranteed by 1200 noon, subject to MLXP availability. Example: On net freight charges of \$200.00 minimum charge on guaranteed by 1200 noon would be \$270.00. On net freight charges of \$ 85.00 minimum charge on guaranteed by 1200 noon would be \$160.00.	
3. Shipment is subject to Milan Express 190 rules tariff.	
4. Shipment must be available for pickup by 1700 based upon the time of originating MLXP service center.	
5. Except as provided in Paragraph 6, MLXP's failure to meet the service standard (transit time) shown on the MLXP Website on the day of the shipment will result in a waiver of all freight charges.	
6. Guarantee service charge will apply if through no fault of MLXP the agreed to service standard (transit time) cannot be performed.	
7. Shipper is required to write prominently the applicable words 'Guaranteed by 1700' or 'Guaranteed by Noon' accompanied by a MLXP quote number in bold print across the body of the bill of lading.	

<>ITEM 875-02	PREMIUM SERVICE
Premium service is offered on a case by case basis for those shipments that require that the service standard (transit time) as shown on the MLXP Website (www.milanexpress.com) be exceeded. The price will be negotiated at time of shipment and must be agreed to in writing by MLXP and the payor of the charges via 'Premium Services Agreement,' which is a MLXP initiated form. Agreed price will take precedence over any other rates or charges. Failure to perform by the carrier as agreed by both parties will result in a waiver of the additional charges for the premium service. Normal freight charges will still be applicable. This premium service request is to be initiated by calling 800-957-4114.	

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JUNE 3, 2010

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 885

SINGLE SHIPMENT PICKUP CHARGE

1. On a single shipment picked-up at one time and place, unaccompanied by any other shipment of any description from the same pickup site, <>with an actual weight of less than 500 lbs. will be assessed an additional fee of .....\$ 21.00
2. The provisions of this item are NA:
  - a. On shipments tendered at the carrier's terminal by consignor or consignor's agent.
  - b. On shipments picked-up at the same time and place with any other shipment of any description from the same consignor, whether moving in interstate, intrastate, intracity or foreign commerce to any destination within or beyond the territorial scope of this tariff.

ITEM 886-275

SORTING OR SEGREGATING FREIGHT

When carrier is required to sort and/or segregate a shipment or unload pallets and restack according to customer specifications, the following charge will apply in addition to all other lawful charges:

Charge per 100 pounds .....	\$ 1.45
Minimum Charge Per Shipment .....	\$ 50.00

ITEM 890-02

SPECIAL SERVICES - QUOTATIONS OF ESTIMATED CHARGES

1. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier.
2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges, which is not binding either on carrier or shipper.
3. All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applies to commodity shipped and transportation and related services performed in connection therewith.

ITEM 890-03

SPECIAL SERVICES - SECURITY CHECKS

SECTION 1

1. When at the request of the Consignor or Consignee, the carrier's vehicle is detained in excess of ten (10) minutes after being loaded, or unloaded, for the purpose of a security check or a check for contamination, a charge for such delay shall be assessed, as follows:
 

Charge per vehicle per each 15 minutes, or fraction thereof .....	\$ 16.00
Minimum charge per vehicle .....	\$ 64.00

SECTION 2

2. When at the request of the Consignor, a loaded vehicle is required to be unloaded, audited and reloaded, or is recalled back to the Consignor's loading dock for the purpose of unloading, auditing and reloading of the shipment(s) previously tendered to the carrier, the following provisions shall apply:
  - a. The carrier's driver shall not be required to assist in the unloading, auditing or reloading of the trailer, except when necessary to account for the freight.
  - b. A charge for the delay shall be assessed, as follows:
 

Charge per vehicle per each 15 minutes, or fraction thereof .....	\$ 16.00
Minimum charge per vehicle .....	\$ 64.00
  - c. Computation of time will begin when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the carrier.

SECTION 3

1. The provisions of Sections 1 and 2 of this item apply only when the delay occurs after the Consignor has signed the Bill of Lading or the shipment is under the full custody and control of the carrier's driver.
2. All charges will be assessed against the party requesting such service irrespective of whether linehaul charges are Prepaid or Collect.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 890-04

SPECIAL SERVICES - SHIPMENTS CONSIGNED TO U.S. POST OFFICES

Shipments consigned to a U.S. Post Office at a particular point, or tendered to a carrier for delivery to a U.S. Post Office at a particular point for distribution via U.S. Mail, will be accepted only on the following conditions:

1. All charges on shipments must be PREPAID.
2. The Post Office Stamp will be accepted, in lieu of signature, as receipt for delivery of shipment.
3. Packages must carry sufficient postage for movement to destination.
4. Shipment consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office (FPO) will not be accepted.
5. Each package must conform to U.S. Postal Regulations regarding size and weight.
6. If separate and special certificates of mailing are required by the Post Office or Consignor, preparation of such documents must be performed by the Consignor.
7. NA on property shipped by or for the government on Government Bills of Lading, or commercial bills of lading, endorsed to show that such bills of lading are to be exchanged for Government Bills of Lading at destination, or that actual transportation costs will ultimately be paid by the U.S. Government.

ITEM 890-10

SPECIAL SERVICES - TARPOLINE SERVICE

When a shipment is transported on a flatbed trailer, and as a condition of transport, the shipment is protected by a tarpoline, and such tarpoline is furnished and secured by MLXP, MLXP will perform such service at an additional charge of..... \$75.00

A single shipment, subject to TL or VOL rates, that is stopped for partial loading or partial unloading, requiring protection by a tarpoline, and such tarpoline is furnished and secured by MLXP, MLXP will perform such service at an additional charge per occurrence of..... \$75.00

Each time during the shipment the drive is required to remove the tarp for partial loading or partial unloading, then replace and resecure the tarpoline, will be considered one occurrence. The initial pickup at origin and final delivery stop at destination will be considered one occurrence.

@ITEM 890-25

>SPECIAL SERVICES - LIFTGATE SERVICE

When carrier is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of goods to or from carrier's vehicle an accessorial charge as shown below will be assessed. The charges for the service shall be paid by the party responsible for freight charges. When service center has necessary equipment to perform the charges per shipment will be as follows:

Charge per 100 pounds.....	\$ 4.00
Minimum Charge Per Shipment.....	\$ 78.00
Maximum Charge Per Shipment.....	\$ 360.00

When service center does not have necessary equipment to perform the service, service will be sub-contracted and the charges incurred by the carrier will be passed through to the party responsible for the freight charges.

?ITEM 900 formerly published on this page is hereby been moved to Page 55A.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

## ITEM 900

## STOPOFF FOR PARTIAL LOADING OR UNLOADING

A single shipment, subject to TL or VOL rates, may be stopped for partial loading or partial unloading subject to the following provisions:

## SECTION 1--GENERAL PROVISIONS

1. After initial pickup stop at origin, and prior to final delivery stop at destination, shipment(s) may be stopped for the purpose of picking-up or delivering component parts of a single shipment at origin, at points enroute to destination or at destination.
2. Except as provided in Section 3, Paragraph 4, pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stopoff points within continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.
3. The greatest mileage between any point of loading and any point of unloading will determine the point of origin and the point of destination for the application of this rule.
4. All mileages referred to in this item shall be computed by use of the Tariff HGB 100 series (MILEAGE GUIDE).

## SECTION 2--LIMITATIONS

1. Except as provided in Section 1, Paragraph 2, above, each stopoff is limited to one setting of the vehicle as provided in Item 750 (PICKUP OR DELIVERY SERVICE).
2. On joint-line traffic, stopoff privileges apply only when the entire shipment is delivered to a connecting carrier, or if stopoff has already been accorded, when the entire remaining portion of the shipment is delivered to one connecting carrier.
3. Stopoffs for partial loading, or partial unloading will not be permitted on shipments moving "COD" "IN BOND" "TO ORDER" "ORDER-NOTIFY" "ORDER CARE OF" nor on which Section 7 (Non-Recourse Clause) of the Bill of Lading has been executed.
4. Stopoffs for partial unloading at piers or wharves will not be permitted on shipments of LIQUORS, beverage, as described in NMFC Items 111400 thru 111510, at New York, NY and points based on New York District.
5. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stopoff is prohibited.
6. All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.
7. This item will not apply on containerized shipments moving as one unit of freight, whether in wheeled trailers or containers or other than in wheeled trailers or containers.  
(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 900 (Conc.)

STOPOFF FOR PARTIAL LOADING OR UNLOADING

A single shipment, subject to TL or VOL rates, may be stopped for partial loading or partial unloading subject to the following provisions: (Conc.)

SECTION 3--STOPOFF CHARGES

- 1. The initial pickup stop and the final delivery stop are not subject to stopoff charges.
- 2. Each stop for either partial loading or partial unloading, including each stop at piers or wharves, will be subject to a stopoff charge of <>\$90.00 for all stops.
- 3. Each stop at additional loading or unloading sites within a point, will be subject to a stopoff charge, as follows:  
 Charge per stop ..... \$ 90.00  
 This charge is in addition to the charges provided in Paragraph 2 of this Section.

SECTION 4--LINE HAUL CHARGES

- 1. Charges shall be determined on the basis of the minimum weight, or actual weight if greater, of the entire shipment at the rate or rates applicable:
  - a. FROM the point of initial origin; or
  - b. FROM any intermediate point where shipment is stopped for partial loading.
  - c. TO any intermediate point where shipment is stopped for partial unloading; or
  - d. TO the point of final destination from and to which the highest charges are applicable.
- 2. a. If the total distance from initial origin to final destination, via the stopoff point(s) exceeds 115 percent of the shortest mileage from initial origin to final destination, that distance in excess of 115 percent will be charged for at the rate per mile of..... \$ 2.90  
 b. The greatest mileage between any point of loading and any point of unloading will determine the "initial point of origin" and "the final point of destination" for the purpose of applying the circuitry provisions and determining the excess mileage, if any, and the charge therefor.

SECTION 5--PREPAYMENT OF CHARGES

All charges must be PREPAID by Consignor, except on shipments moving on Government Bills of Lading, and only one freight bill will be issued for the entire shipment. However, charges may be COLLECT when they are guaranteed by the Consignor and so noted on the Bill of Lading at the time of shipment. All charges to be collected from the Consignee at final destination.

SECTION 6--FAILURE TO DELIVER STOPOFF FREIGHT

When the Bill of Lading requires stopoff to unload a component part of the shipment and carrier is unable during business hours to effect delivery of such freight at the point or place of stopoff, that undelivered portion of such shipment(s) shall then be subject to rules and regulations governing unclaimed freight and Storage and Redelivery of freight, to the extent that such services are applicable.

SECTION 7--MARKING OR TAGGING SHIPMENTS

Except where shipments consist of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading, must be plainly and durably marked, stenciled or tagged by Consignor in such manner that each lot of freight intended for delivery at a particular point or place of stopoff will be readily distinguishable from all other freight in the shipment.

SECTION 8--STOPOFF HANDLED IN SEPARATE VEHICLES

For carrier's convenience, any portion of the shipment may be picked-up, transported, or delivered in separate vehicle(s), and all portions of the shipment need not be transported through the stopoff point(s).

SECTION 9--SHIPPING INSTRUCTIONS

- 1. Arrangements for any stopoff service provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation.
- 2. The entire shipment must be available for pickup at time of tender.
- 3. The Consignor must tender the part lots in the order required by the carrier.
- 4. The party or parties authorized and designated by the Consignor to accept or tender freight at a point or place of stopoff may be the same or other than the billed Consignee.
- 5. The Bill of Lading shall designate the following:
  - a. Stopoff point(s) and places;
  - b. The weight, quantities, markings and description of articles to be loaded or unloaded at each point or place of stopoff;
  - c. The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stopoff.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE DECEMBER 14, 2009

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358



MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 910-02 (Conc.)

STORAGE--AT PORTS ON GULF OF MEXICO  
SECTION 3--CHARGES

1. Freight, stored in carrier's possession, will be assessed storage charges, as follows:
 

Charge per cwt or fraction thereof per 24 hours or fraction thereof .....	\$ .75
Minimum Charge per shipment per each 24 hours .....	5.00
Minimum Charge per 24 hours or fraction thereof .....	>32.00
2. When the carrier exercises its right to send the freight to a public warehouse, the following charges will be made to transport the shipment from the carrier's terminal to the warehouse:
 

Charge per 100 lbs. ....	\$ 3.00
Minimum Charge per shipment per vehicle .....	30.00

ITEM 940

TERMINAL AREAS  
SECTION 1--INCORPORATED MUNICIPALITIES

Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply:

1. FROM and TO points named, and points and places within the corporate limits of an incorporated municipality; and additionally
2. FROM and TO the following points, places and areas located within the United States:
  - a. All unincorporated areas within the following distances of the corporate limits of the specified municipality if it has a population of:
 

(1) Less than 2,500 .....	two (2) miles
(2) 2,500 or more, but less than 25,000 .....	three (3) miles
(3) 25,000 or more, but less than 100,000 .....	four (4) miles
(4) 100,000 or more .....	five (5) miles

 Distances are air line distances and population is as reported by the last U.S. decennial census.
  - b. All places in any other incorporated municipality any part of which is located within the limits described in Paragraph 2a of this Section.
  - c. All places in any other incorporated municipality which is wholly surrounded, or wholly surrounded, except for a water boundary, by any municipality included under the terms of Paragraph 2b of this Section.

SECTION 2--UNINCORPORATED COMMUNITIES

Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply:

1. FROM and TO points named; and additionally
2. FROM and TO places and areas located within the United States, as follows:
  - a. All places within the following distances of the Post Office of the same name in the unincorporated community if such community has a population of:
 

(1) Less than 2,500.....	two and one-half (2.5) miles
(2) 2,500 or more, but less than 25,000.....	four (4) miles
(3) 25,000 or more.....	five and one-half (5.5) miles

 Distances are air line distances. If the community does not have a post office of the same name, distances will be measured from the generally recognized business center. Population is as reported by the last U.S. decennial census if the population of the community is so reported.
  - b. All places in any incorporated municipality any part of which is within the limits described in Paragraph 2a of this Section.
  - c. All points in any other incorporated municipality which is wholly surrounded, or wholly surrounded, except for a water boundary, by any municipality included under the terms of Paragraph 2b of this Section.

SECTION 3--GENERAL PROVISIONS

1. The provisions of this item are NA in establishing rates from or to points, from or to which rates, either class of commodity, are specifically published, either in this tariff or in other tariffs making reference to this tariff as a governing publication.
2. If the place of collection or delivery lies within the pickup and delivery limits of two or more points of origin or destination, the rate applicable will be that from or to the points from or to which the lower or lowest rate is provided.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 950

TERMINAL CHARGES AT PORTS

Unless otherwise provided, the rates and charges published in tariffs governed by this tariff do not include Tollage, Wharfage, Usage, Loading or Unloading Charges, or any other Port Terminal Charges at Piers, Wharves, Dockside Terminals or Warehouses, and carriers will not absorb such charges.

ITEM 959

?TRANSFER OF LADING

1. When a shipment, cannot be picked-up with the vehicle to be used in transporting the shipment over the highway, because of size restrictions, loading facility restrictions, special equipments needs or other similar restrictions, and the carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges in Paragraph 4, in addition to all other applicable charges. These charges will be collected from the Consignor.
2. When a shipment, cannot be delivered with the vehicle used in transporting the shipment over the highway, because of size restrictions, unloading facility restrictions, special equipments needs or other similar restrictions, the carrier will notify the Consignee of this fact in the manner provided in Item 345 (ARRIVAL NOTICE). If the Consignee requests the 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, be picked-up or delivered on a vehicle, other than the 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 the service.
4. Each vehicle required for original pickup and/or final delivery will be considered a separate transfer. The charge for the transfer services outlined in this item will be:
 

Charge per 100 pounds .....	\$ >2.00
Minimum Charge Per shipment .....	\$ >100.00

ITEM 960

TRANSFER OF SERVICE--INTERCHANGE POINTS

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

ITEM 980

UNDELIVERED RETURNED SHIPMENT

Any undelivered shipment when returned to the shipper, shall be returned subject to the following provisions:

- a. The point of return shall be the point of origin of the returned shipment.
- b. The original point of origin shall be the point of destination of the returned shipment.
- c. The applicable rates in effect on the date of the returned shipment will be applied on such returned movement and shall be in addition to all other applicable charges.

ITEM 985

VEHICLE FURNISHED, BUT NOT USED  
SECTION 1--AT POINTS WITHIN THE TERMINAL AREA

1. When a carrier is requested to furnish a vehicle to pickup a TL, VOL or Exclusive Use shipment and the vehicle is not used due to no fault of the carrier, a charge will be assessed against the party making such request, as follows:
 

Charge per vehicle, per day, or fraction thereof .....	\$ 130.00
--	-----------
2. Upon arrival of the vehicle with power unit, the Consignor will have free time of 60 minutes to inform carrier the vehicle will not be used. If carrier is detained beyond 60 minutes, an additional charge of will be assessed, in addition to other applicable charges provided herein, as follows:
 

Charge Per vehicle, per hour, or fraction thereof .....	\$ 90.00
---	----------
3. Charges will end when carrier is notified that the vehicle will not be used and is available for pickup.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 985 (Conc.)

VEHICLE FURNISHED, BUT NOT USED

SECTION 2--AT POINTS OUTSIDE THE TERMINAL AREA

1. When a carrier is requested to dispatch a vehicle to a point of origin designated by the Consignor or consignee, and such vehicle is furnished but not used, due to no fault of the carrier, a charge for each vehicle will be assessed against the party making such request, as follows:  
 Charge per mile, per vehicle ..... \$ 2.35  
 Minimum charge per vehicle..... \$<250.00
2. The mileage will be computed from the carriers terminal to the designated origin point, plus mileage back to carrier terminal point. Mileage to be determined by use of Tariff HGB 100 series (MILEAGE GUIDE).
3. Upon arrival of the vehicle with power unit, the Consignor will have free time of 60 minutes to inform carrier the vehicle will not be used. If carrier is detained beyond 60 minutes, an additional charge will be assessed, in addition to other applicable charges provided herein, as follows:  
 Charge per vehicle, per hour, or fraction thereof ..... \$ 90.00

@ITEM 985-25

VEHICLE FURNISHED, BUT NOT USED LTL SHIPMENT

When a MLXP is requested to dispatch a vehicle to a point of origin designated by the Consignor or Consignee, and such vehicle is furnished but not used, due to no fault of the carrier, a charge of \$78.00 per LTL shipment will be assessed against the party making such request. Provisions of this item applies only on request for pickup of LTL shipment(s).

ITEM 992

WEIGHT VERIFICATION

1. Carrier will verify the weight of any shipment upon request by either the Consignor or Consignee.
2. Such verification will only be made while in the custody of the carrier.
3. A charge per shipment, or per vehicle if more than one vehicle is used to transport the shipment, will be made for such verification of..... \$ 27.00
4. This charge is to be paid by the party requesting the service.

?ITEM 995 formerly published on this page is hereby moved to Page 60A.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 1  
RULES - GENERAL

ITEM 995

WEIGHTS--GROSS WEIGHTS AND DUNNAGE  
SECTION 1--GROSS WEIGHTS

- 1. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- 2. a. When shipper mis-states the weight of the shipment, as tendered, on Bill of Lading, and shipment moves subject to Consignor load, and actual weight of shipment is found to be in excess of the legal weight limitations by public authority; or when shipment moves between Consignor's point of loading location and the location of the carrier's scales, and the shipment's actual weight is found to be in excess of the legal weight limitations by public authority, any resulting fine or penalty to the carrier will be the responsibility of the shipper.
- b. In all instances such fines or penalties are the responsibility of the Consignor having control over the physical loading of the shipment. Such fine or penalty being added to the other charges accruing to the shipment.
- c. The Consignor will not be held responsible for any fine or penalty if the gross shipment weight, determined by the combined total of the vehicle tare weight on carrier's pickup slip and the actual net weight of the shipment, do not exceed the gross weight laws applicable to the shipment.

SECTION 2--DUNNAGE

- 1. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle:
  - a. Shall be excluded from the gross weight.
  - b. When required to protect and make shipments, subject to other than LTL or AQ Classes or rates, secure for transportation, must be furnished and installed by the Consignor, except that such materials may be installed by the carrier, subject to the following provisions:
    - (1) Materials will be furnished by the Consignor. However, if materials are furnished by the carrier, in lieu of the Consignor, the charge for such materials will be paid for by the Consignor upon presentation of invoice by the carrier.
    - (2) A charge for labor necessary for such installation by the carrier will be paid by the Consignor upon presentation of invoice by the carrier, as follows:  
 Charge Per Man, Per Hour, or fraction thereof..... \$ 27.00
- 2. Reel chocks made of wood or steel, or wood and steel combined with rubber composition base or surface, held in place against reel by spring tension, to protect and make secure TL or VOL shipments of articles shipped on reels, shall be considered as constituting a part of the vehicle in applying the provisions of this item.

SECTION 3--DISPOSAL OF DUNNAGE

Shipments moving on TL or VOL rates for which dunnage has been required as provided in Section 2 of this item and carrier is required to provide for disposal of such materials, an additional charge will be assessed to dispose of such dunnage, as follows :

Charge Per Shipment ..... \$ 150.00

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE JANUARY 28, 2008

Issued by MILAN EXPRESS CO., INC., P.O. Box 699, Milan, TN 38358

MILAN EXPRESS CO., INC.  
TARIFF 190

S E C T I O N 2

RULES - SPECIFIC

ITEM 9000

AT PIERS OR WHARVES

APPLICATION OF SECTION

Except as otherwise provided in this section, the rules in this section apply only at Piers or Wharves at the following points, and only in connection with tariffs making specific reference to this tariff.

Biloxi, MS  
Mobile, AL

Pascagoula, MS  
Pensacola, FL

Savannah, GA

Where a rule is published in this section covering the same service as a rule published in Section 1 such rule published in this section, to the extent of its application, will apply in lieu of the rule published in Section 1.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

EFFECTIVE NOVEMBER 1, 1998

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 2  
RULES - SPECIFIC

ITEM 10750

TERMINAL AREA--MEMPHIS, TN

The Memphis, TN, Terminal Area consists of points and places as follows:

Bartlett, TN	Germantown, TN	Raleigh, TN	Whitehaven, TN
Capleville, TN	Memphis, TN	West Memphis, AR	Woodstock, TN

and points and places within the following bounds:

1. All points within a line drawn 5 miles beyond the corporate limits of Memphis, TN.
2. All points in that part of Shelby County, TN, north of the line described in Paragraph 1 above, bounded by a line as follows:
  - Beginning at the intersection of the line described in Paragraph 1, above, and U.S. Hwy 51 north of Memphis, TN; thence
  - Northeasterly along U.S. Hwy 51 for approximately 3 miles to its intersection with Lucy Road; thence
  - Easterly along Lucy Road for approximately 1.4 miles to its intersection with Chase Road; thence
  - Northerly along Chase Road for approximately 0.6 mile to its intersection with Lucy Road; thence
  - Easterly along Lucy Road for approximately 0.8 mile to its intersection with Main Lucy Road; thence
  - Easterly along Lucy Road approximately 0.3 mile to its intersection with Amherst Road; thence
  - Southerly and easterly along Amherst Road for approximately 0.8 mile to its intersection with Raleigh-Millington Road; thence
  - Southerly along Raleigh-Millington Road for approximately 2 miles to its intersection with the line described in Paragraph 1, above, north of Memphis, TN.
3. All of any municipality any part of which is within the limits of the combined areas described in Paragraphs 1 and 2 above.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

S E C T I O N 3  
R U L E S - G E N E R A L

ITEM 11000

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL SHIPMENTS  
IN TRAILERS AND/OR CONTAINERS RECEIVED FROM OR DELIVERED TO WATER CARRIERS

APPLICATION OF SECTION

Upon request, export, import, coastwise and intercoastal shipments will be transported in trailers and/or containers not owned by motor common carriers parties to this tariff. When shipments so handled are received from or delivered to water carriers, rates provided in tariffs governed hereby will apply on the weight of the shipments, not including the weight of the trailers; and the shipments will be transported under the conditions and subject to the additional charges provided in this section.

Where a rule is published in this section covering the same service as a rule published in Section 1 such rule published in this section, to the extent of its application, will apply in lieu of the rule published in Section 1.

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 3  
RULES - GENERAL

## ITEM 11050

## APPLICATION OF GENERAL PROVISIONS

1. Loading shall, in no case, exceed the maximum weight that may be lawfully transported.
2. Vehicle sizes refer to outside length of vehicle.
3. Where time records are required motor common carrier must maintain such records and must make them available for inspection by authorized representative of regulatory authorities.
4. Where motor carriers accept containers from water carriers or their agents under an interchange agreement for transportation services under this section, each such container is to be returned to the water carrier or its agent and the interchange agreement is to be terminated at the same point where the container was originally accepted by the motor carrier.
5. When containers are to be moved over the highway secured to a chassis or bogey, such containers must be mounted on and secured to chassis or bogey when tendered to the Motor Common Carrier.
6. When loaded trailers or containers are received, such loaded trailers or containers must be sealed prior to acceptance by Motor Common Carrier.
7. Where a motor carrier is tendered an empty container to be transported as an article of commerce under a bill of lading or receipt issued by the motor carrier, such shall constitute a shipment and shall be rated and charged for at the applicable tariff rates and charges in effect thereon on the date of tender.
8. Except as provided in Paragraph 9, the provisions of this section will apply regardless of the size of the trailer furnished, and two trailers each 20 feet or less in length, coupled together, will be considered as a single trailer.
9. Each trailer moving under the provisions of this section will be considered as fully loaded or loaded to capacity, subject to Item 390 (CAPACITY LOAD).
10. Shipments will not be accorded stopoff-in-transit for partial loading or partial unloading privileges.
11. DEFINITIONS:
  - a. CONTAINER-- Means any container, on chassis or not on chassis, or trailer belonging to a water carrier, its agent, affiliate or subsidiary, and held by the motor carrier under an interchange agreement or arrangement between the motor carrier and the water carrier, its agent, affiliate or subsidiary.
  - b. RELINQUISH or RELINQUISHMENT--Means giving up possession and control of the container and termination of the interchange agreement or arrangement thereon.

## ITEM 11060

## APPLICATION OF GENERAL PROVISIONS--SHIPMENTS IN CONTAINERS

Rates and charges applying on export, import, coastwise or intercoastal shipments moving in containers BETWEEN Port Facilities in the states of:

AL	FL	LA (East of the MS	NC	TN
AR (Helena and	GA	Mississippi River)	SC	VA
West Helena, only)	KY	MS		

will be subject to provisions, as follows:

1. Upon request, export, import, coastwise and intercoastal shipments may be transported in trailers not owned by motor common carriers. When shipments so handled or received from or delivered to water carriers, rates will apply on the weight of the shipments not including the weight of the trailers; and the shipments will be transported under the conditions and subject to the additional charges provided in applicable tariffs.
2. Rates and charges will apply only on shipments in containers or trailers received from or delivered to water carriers, also the pickup and delivery of empty containers or trailers when such movement is in connection with a prior or subsequent movement by water carrier.
3. Rates and charges do not include the loading of containers or trailers onto the water carrier vessel or the unloading of containers or trailers from the water carrier vessel.
4. Rates and charges do not include the cost of loading and unloading containers or trailers to or from carrier's equipment.
5. When loaded trailers or containers are received, such loaded trailers or containers must be sealed prior to acceptance by Motor Common Carrier.
6. Each container or trailer will be considered as fully loaded or loaded to capacity.
7. Loading shall, in no case, exceed the maximum weight that may be lawfully transported.
8. When containers are to be moved over the highway secured to a chassis or bogey, such containers must be mounted on and secured to chassis or bogey when tendered to the motor common carrier.
9. Rates do not include payment for port facility charges.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 3  
RULES - GENERAL

ITEM 11060 (Conc.)

APPLICATION OF GENERAL PROVISIONS--SHIPMENTS IN CONTAINERS

Rates and charges applying on export, import, coastwise or intercoastal shipments moving in containers BETWEEN Port Facilities in the states of:

AL	FL	LA (East of the MS	NC	TN
AR (Helena and	GA	Mississippi River)	SC	VA
West Helena, only)	KY	MS		

will be subject to provisions, as follows: (Conc.)

- 10. Provisions will apply regardless of size of the trailer furnished, and two trailers each 20 feet or less in length, coupled together, will be considered as a single trailer.
- 11. Vehicle sizes refer to outside length of vehicle.
- 12. Where time records are required, motor common carrier must maintain such records and must make them available for inspection by authorized representatives of federal, or other regulatory authorities.
- 13. Shipments will not be accorded stopoff-in-transit for partial loading or partial unloading privileges.
- 14. When container is tendered to motor common carrier, the party tendering the container must identify in writing when the container is an instrument of international traffic subject to U.S. Customs Regulations.
- 15. Failure by party tendering containers to identify the container in writing as described in Paragraph 14, herein, relieves the motor common carrier of penalties or liabilities stipulated by U.S. Customs.
- 16. When carrier is requested to pickup a chassis or bogey prior to pickup of container or trailer, in lieu of chassis or bogey and container or trailer being available at the same position, (i.e., container or trailer, already mounted on chassis or bogey as a unit ready for hook-up to carrier's tractor) a charge for this service will be assessed of ..... \$ 61.54
- 17. The additional charge provided in Paragraph 16 shall be in addition to all other lawful charges and shall be collected simultaneously with such other lawful charges.

ITEM 11150

COUPLING AND/OR UNCOUPLING

- 1. Except as provided in Paragraph 2, an additional charge will be assessed for each coupling or uncoupling of two trailers, each 20 feet or less in length, of ..... \$ 72.90  
When shipper requests a single trailer 20 feet or less in length and motor common carrier for its own use requests and receives an additional trailer 20 feet or less in length, the charge in Paragraph 1 will not apply.
- 2. Motor Common Carrier will not perform coupling or uncoupling of trailers at steamship terminals or piers.

ITEM 11175

CUSTOMS OR IN BOND FREIGHT

PART 1--GENERAL APPLICATION

- 1. a. Except as otherwise provided, line-haul charges on shipments requiring United States or Customs Clearance at a point other than the final destination will be assessed on the basis for rates applicable from points of origin to the point of United States Customs Clearance and from the point of United States Customs Clearance to the final destination.  
b. The provisions of Paragraph 1a are NA when the final destination is located within the terminal area (See Item 940) of the point of United States Customs Clearance.
- 2. Freight moving IN BOND may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving In Bond.
- 3. Shipments awaiting Customs Clearance will be subject to the detentions and charges as provided in this tariff, and such charges, if any, will be paid by the party responsible for the line haul freight charges.
- 4. Shipments moving under "United States Customs Bond" will not be accorded stopping-in-transit enroute privileges.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 3  
RULES - GENERAL

ITEM 11175 (Conc.)

CUSTOMS OR IN BOND FREIGHT  
PART 1--GENERAL APPLICATION (Conc.)

5. The provisions of Paragraph 1a and the charges provided in Paragraph 1 of PART 2 are NA on shipments which clear U.S. Customs at ports of entry located on the U.S.-Canadian Boundary line or adjacent thereto.

PART 2--CHARGES

1. Shipments moving under United States Customs Bond will be subject to an additional charge to cover special handling, which charge will be in addition to the freight and other lawful charges, as follows:

Charge Per Shipment, or Per Container if more than one container is required to transport the shipment ..... \$ 128.21

2. Shipments moving from the United States under a TIR CARNET issued by the originating carrier will be subject to an additional charge, which charge will be in addition to the freight and other lawful charges, including the In-Bond charges in Paragraph 1, above, as follows:

Charge Per Shipment ..... \$ 46.58

ITEM 11200

DETENTION

- 1. Except as provided in Item 11450 (SPOTTING OF TRAILERS AND/OR CONTAINERS-LOADING)(See Paragraph 3, below), free time of 90 minutes will be allowed for each pickup and each delivery of each trailer and/or container at water carrier piers or other locations designated by water carriers.
- 2. When through no fault or negligence on the part of the motor common carrier the time consumed in pickup or delivery exceeds the free time, a charge for each 15 minutes, or fraction thereof, in excess of the free time will be assessed of ..... \$ 16.84
- 3. The time for each pickup or each delivery will begin or run upon notification by the driver to the responsible representative of the water carrier or party designated by the water carrier at the place of pickup or delivery of the arrival of the power unit and shall end upon completion of pickup or delivery of trailers and/or containers.

ITEM 11325

MINIMUM CHARGE

On shipments subject to LTL, AQ, VOL or TL rates, each and every vehicle will be subject to a minimum charge based on the 10,000 lbs. minimum weight rate for 30,000 lbs.

ITEM 11450

SPOTTING OF TRAILERS AND/OR CONTAINERS--LOADING

Carrier may spot such trailers and/or containers not owned by motor common carriers at consignor's premises for loading in full possession of the consignor, unattended by carrier's employees and unaccompanied by power unit subject to the following conditions and charges:

- 1. Loading will be performed by consignor and the Bill of Lading must show "SHIPPER LOAD AND COUNT".
- 2. Carrier's responsibility for shipments loaded in trailers and/or containers which are spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- 3. Free time after the trailer and/or container is placed at consignor's premises will be 24 hours.
- 4. Consignor will notify carrier when loading is in fact completed and trailer and/or container available for pickup and the trailer and/or container will be deemed to be held until the time the carrier is so notified.
- 5. In computing free time, Saturdays, Sundays and legal holidays (National, State or Municipal) will, in all cases, be excluded.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 3  
RULES - GENERAL

ITEM 11450 (Conc.)

SPOTTING OF TRAILERS AND/OR CONTAINERS--LOADING

Carrier may spot such trailers and/or containers not owned by motor common carriers at consignor's premises for loading in full possession of the consignor, unattended by carrier's employees and unaccompanied by power unit subject to the following conditions and charges: (Conc.)

- 6. After expiration of free time under Paragraph 3, the charges per trailer and/or container for each 24 hours or fraction thereof that the trailer and/or container is held will be:
  - a. For the first 24 hours or fraction thereof (Sundays and Holidays excluded):  
Charge Per Vehicle ..... \$ 59.86
  - b. For the second 24 hours or fraction thereof (Sundays and Holidays excluded):  
Charge Per Vehicle ..... \$ 90.12
  - c. For the third and each succeeding 24 hours or fraction thereof (including Sundays and Holidays):  
Charge Per Vehicle ..... \$ 135.18
- 7. No charge will be made for picking-up trailers and/or containers spotted under this item when such pickup can be performed in 30 minutes after arrival of driver and power unit at consignor's premises. Where a delay of more than 30 minutes is encountered, detention charges provided in Item 11200 (DETENTION) will be assessed.
- 8. Carrier will not spot trailers and/or containers for pickup of freight which requires temperature control.
- 9. The charges provided in this item will apply on all trailers and/or containers actually or constructively placed for loading.

ITEM 11550-01

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL SHIPMENTS  
IN TRAILERS AND/OR CONTAINERS RECEIVED FROM OR DELIVERED TO WATER CARRIERS

- 1. The provisions of this item apply only:
  - a. BETWEEN Port Facilities in the states of:
 

AL	FL	LA (East of the MS	NC	TN
AR (Helena and	GA	Mississippi River)	SC	VA (Southern)
West Helena, only)	KY	MS		
  - AND points in the states of:
 

IL	IN	MI	OH
----	----	----	----
  - b. When export, import, coastwise or intercoastal freight is handled in trailers not owned by motor common carriers and is interchanged by motor common carriers with water carriers.
- 2. Subject to the provisions published in Items 11050 (APPLICATION OF GENERAL PROVISIONS) and 11200 (DETENTION) of this Section.
- 3. a. Shipments moving via motor common carriers under the provisions of this item do not include the service of the pickup of a chassis at one location and the pickup of the container at another location, nor the delivery of a container to one location and delivery of a chassis to another location.
  - b. When, on request, the chassis and the containers are picked up at different locations, within the same Port area, an additional charge will be assessed in the amount of..... \$ 143.08
  - c. When, on request, the container and the chassis are delivered to different locations within the same Port area, an additional charge will be assessed in the amount of ..... \$ 143.08
  - d. The charges provided in this paragraph shall be in addition to all other lawful charges and shall be collected simultaneously with such other lawful charges.

(Conc. on following page)

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 3  
RULES - GENERAL

ITEM 11550-01 (Conc.)

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL SHIPMENTS

IN TRAILERS AND/OR CONTAINERS RECEIVED FROM OR DELIVERED TO WATER CARRIERS

4. a. When a water carrier furnishes one or more empty trailers to a motor carrier, upon request of shipper, for transportation of shipments to water carrier piers or other locations designated by water carriers, and the trailers are made available to the motor carrier on less than the number of days specified in Column B, below, prior to the inland consignor's required loading date, the additional charge as shown in Column C, below, opposite the applicable miles shown in COLUMN A, below, will be assessed for moving each trailer from the point of pickup to the inland point of loading thereof.
- b. For any mileage not listed, use nearest greater mileage that is listed.
- c. Computation of time to determine the number of days referred to in Paragraph (a) and shown under COLUMN B, below, shall commence at 12:01 AM of the day following the day trailer(s) is available to the motor carrier, Saturdays, Sundays and national holidays excluded.

COL. A MILES	COL. B DAYS	COL. C CHARGE	COL. A MILES	COL. B DAYS	COL. C CHARGE	COL. A MILES	COL. B DAYS	COL. C CHARGE	COL. A MILES	COL. B DAYS	COL. C CHARGE
100	2	\$ 276.41	400	3	\$1104.88	700	4	\$1933.57	1150	4	\$3176.36
120	2	359.26	420	3	1215.57	720	4	2043.79	1200	4	3314.59
150	2	414.36	440	3	1270.68	740	4	2099.34	1250	4	3452.40
170	2	497.40	460	3	1325.80	760	4	2154.54	1300	4	3590.66
200	2	552.46	500	3	1381.05	800	4	2203.80	1350	4	3728.91
220	2	635.29	520	4	1491.65	850	4	2347.90	1400	4	3866.88
240	2	718.32	540	4	1546.82	900	4	2485.83	1450	4	4005.11
260	2	773.54	560	4	1601.96	950	4	2624.18	1500	4	4143.07
300	2	828.74	600	4	1657.38	1000	4	2761.99	1550	4	4281.30
320	2	939.25	620	4	1767.72	1050	4	2900.28	1600	4	4419.40
340	2	994.46	640	4	1822.97	1100	4	3038.46	1650	4	4557.35
360	2	1049.77	660	4	1878.39						

ITEM 11550-02

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL SHIPMENTS

IN TRAILERS AND/OR CONTAINERS RECEIVED FROM OR DELIVERED TO WATER CARRIERS  
CONTAINER FURNISHED BUT NOT USED

1. The provisions of this item apply only:  
BETWEEN Port Facilities in the states of:  
AL FL LA (East of the MS NC TN  
AR (Helena and GA Mississippi River SC VA (Southern)  
West Helena, only) KY MS  
AND points in the states of:  
IL IN MI OH
2. a. When a motor common carrier is furnished an empty container on a chassis, at the request of a consignor or their agent, to pick up a shipment at a designated point of origin and the container is not used, the charges in this item will apply.
- b. The applicable charge will be determined from the scale shown below, as follows:  
Determine the applicable Miles as shown in HGB 100, FROM the initial point of tender of the empty container TO the designated point of pick up of the shipment; PLUS the applicable miles FROM the designated point of pickup of the shipment TO the point where the empty container was initially tendered to the motor common carrier.
- c. For any mileage not listed, use nearest greater mileage that is listed.

MILES	CHARGE	MILES	CHARGE	MILES	CHARGE	MILES	CHARGE	MILES	CHARGE
100	\$ 276.41	340	\$ 994.46	560	\$ 1601.96	800	\$ 2203.80	1250	\$ 3452.40
120	359.26	360	1049.77	600	1657.38	850	2347.90	1300	3590.66
150	414.36	400	1104.88	620	1767.72	900	2485.83	1350	3728.91
170	497.40	420	1215.57	640	1822.97	950	2624.18	1400	3866.88
200	552.46	440	1270.68	660	1878.39	1000	2761.99	1450	4005.11
220	635.29	460	1325.80	700	1933.57	1050	2900.28	1500	4143.07
240	718.32	500	1381.05	720	2043.79	1100	3038.46	1550	4281.30
260	773.54	520	1491.65	740	2099.34	1150	3176.36	1600	4419.40
300	828.74	540	1546.82	760	2154.54	1200	3314.59	1650	4557.35
320	939.25								

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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MILAN EXPRESS CO., INC.  
TARIFF 190

SECTION 3  
RULES - GENERAL

ITEM 11550-03

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL SHIPMENTS  
IN TRAILERS AND/OR CONTAINERS RECEIVED FROM OR DELIVERED TO WATER CARRIERS  
MOVEMENT OF EMPTY CONTAINERS AND/OR RELINQUISHMENT OF CONTAINERS BY MOTOR CARRIERS  
SECTION 1--TERRITORIAL APPLICATION

The provisions of this item apply only:

BETWEEN Port Facilities in the states of:

AL	FL	LA (East of the MS	NC	TN
AR (Helena and	GA	Mississippi River)	SC	VA (Southern)
West Helena, only)	KY	MS		

AND points in the states of:

IL	IN	MI	OH
----	----	----	----

SECTION 2--MOVEMENT OF EMPTY CONTAINERS

Where a container is being moved by the motor carrier to a shipper's facility for immediate loading and movement of a shipment thereon via the same motor carrier, the applicable charge for the movement of the empty container will be determined from the scale shown below, as follows:

- a. Determine the applicable miles as shown in HGB 100, FROM the point of tender or origin of the empty container TO the point where the empty container is to be loaded.
- b. For any mileage not listed, use nearest greater mileage that is listed.
- c. Such charge shall be assessed against water carrier, its agent, affiliate or subsidiary, requesting the movement of the empty container

SECTION 3--RELINQUISHMENT OF CONTAINERS BY MOTOR CARRIERS

1. Where a motor carrier is requested by a water carrier, its agent, affiliate or subsidiary, to move an empty container which is held by the motor carrier under an interchange agreement or arrangement between the motor carrier and the owner thereof, from a point to any point at which the container is to be relinquished by the motor carrier, a charge shall be assessed in addition to all other applicable charges.
2. The applicable charge will be determined from the scale shown below, as follows:
  - a. Determine the applicable miles as shown in HGB 100, FROM the point of tender or origin of the empty container TO the point where the empty container is relinquished; PLUS the applicable mileage FROM the point of relinquishment TO the point where the empty container was initially originated.
  - b. For any mileage not listed, use nearest greater mileage that is listed.
  - c. Such charge shall be assessed against water carrier, its agent, affiliate or subsidiary, requesting the movement of the empty container.
  - d. The charges herein provided will not be applicable when the container is delivered to a point located in the same commercial zone as the point where the container was originally accepted by the motor carrier.

MILES	CHARGE	MILES	CHARGE	MILES	CHARGE	MILES	CHARGE	MILES	CHARGE
100	\$ 276.41	340	\$ 994.46	560	\$ 1601.96	800	\$ 2203.80	1250	\$ 3452.40
120	359.26	360	1049.77	600	1657.38	850	2347.90	1300	3590.66
150	414.36	400	1104.88	620	1767.72	900	2485.83	1350	3728.91
170	497.40	420	1215.57	640	1822.97	950	2624.18	1400	3866.88
200	552.46	440	1270.68	660	1878.39	1000	2761.99	1450	4005.11
220	635.29	460	1325.80	700	1933.57	1050	2900.28	1500	4143.07
240	718.32	500	1381.05	720	2043.79	1100	3038.46	1550	4281.30
260	773.54	520	1491.65	740	2099.34	1150	3176.36	1600	4419.40
300	828.74	540	1546.82	760	2154.54	1200	3314.59	1650	4557.35
320	939.25								

For explanation of abbreviations and reference marks, see Items 125 thru 135.

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