

**CRETE CARRIER CORPORATION® AND
SHAFFER TRUCKING® - TEMPERATURE CONTROL DIVISION**

**SUMMARY OF EXTENDED SERVICES
(AS DEFINED IN RULES TARIFF CRCR 100-L EFFECTIVE 04-01-2019)**

<u>Item</u>	<u>Subject</u>	<u>Description</u>
115	EMPTY OR REPOSITIONING CHARGE.....	\$2.00 per mile to cover empty miles to load at origin
120	CONGESTED AREA DELIVERY CHARGE.....	\$450.00 on all shipments destined to or through the New York City Area (zip codes 100-108, 110-119). \$200.00 on all shipments destined to or through the Miami, FL Area (zip codes 330-334, 340).
122	EXPEDITED SERVICE.....	Additional Charge of 15% of the total linehaul charges.
130	PAYMENT/COLLECTION OF CHARGES.....	Payment due within 30 calendar days of billing date. After 30 days, a 1.5% late fee will apply.
135	DETENTION - TRACTOR-TRAILER UNITS.....	\$20.00 every 15 minutes or fraction thereof beyond 1½ hours (90 minutes) free time. Maximum of \$800 per 24-hour period for single drivers and \$1600 for team drivers.
140	DETENTION - TRAILERS ONLY.....	<u>Dry Van</u> : \$50.00 per 24-hour period or fraction thereof after 24 hours free time. (Billable days include weekends and holidays). <u>Temp Control</u> : \$150 per 24-hour period or fraction thereof after 24 hours free time. (Billable days include weekends and holidays). *If a refrigeration unit is required to run while a temp control trailer is detained, the Shipper or Receiver will be responsible for the cost of maintaining fuel and oil levels in the unit at a rate of \$5.00 per hour
145	SPECIAL EQUIPMENT.....	Additional charges of 20% of total linehaul charges.
150	EQUIPMENT ORDERED AND NOT USED.....	\$350 for solo; \$600 for team
156	OVERNIGHT LAYOVER.....	Single driver \$800.00 per overnight layover Team drivers \$1,600.00 per overnight layover
160	LOADING AND/OR UNLOADING.....	<u>Dry Van</u> : \$50.00 per stop and \$125.00 per shipment. <u>Temp Control</u> : \$60.00 per stop and \$150.00 per shipment. <u>Tires</u> : \$60.00 per stop and \$175.00 per shipment. <u>Lumpers</u> : Actual Cost
175	PROOF OF DELIVERY.....	No charge if POD is retrieved by Shipper from Carrier's website. \$25.00 per copy if Carrier is required to retrieve POD. The first copy will be provided at no charge. All payments due in advance.
185	MINIMUM CHARGES.....	\$650.00 Dry Van; \$700.00 Temp Control Applicable on per mile rates only.

190	RECONSIGNMENT OR DIVERSION.....	Applicable mileage rate will apply from origin via the stop-off points and the original destination to the reconsigned or diverted destination; original destination will be considered a stop in transit. Detention charges will be applied if delayed. \$150.00 charge will apply in addition to all other charges.
200	RELEASED VALUE.....	\$100,000 per trailer load of freight.
205	STOPS IN TRANSIT/OUT-OF-ROUTE.....	1 st stop - \$150.00; 2 nd stop - \$225.00; 3 rd stop - \$300.00; 4 th stop and thereafter - \$375.00. Out-of-route charge same rate per mile as in effect for the direct route.
215	PALLET EXCHANGE.....	\$8.50 per pallet, subject to a \$200.00 minimum charge on all shipments requiring pallet exchange.
225	CONTINUOUS RUN.....	<u>Temp Control only:</u> \$0.08/mile additional charge subject to a min charge of \$50.00 when "Continuous Run" is requested on the bill of lading
230	TOLLS.....	Toll charges will be applied based on estimated toll charges in the most current version of PC*Miler®
235	DUNNAGE REMOVAL.....	A \$150 fee will be assessed when Shipper provides materials to secure shipment that Carrier must remove
237	CALIFORNIA COMPLIANCE FEE.....	Shipments originating from and/or destined to the state of California may be subject to a compliance fee not to exceed \$195 per load, in addition to all other applicable charges, due to the higher operating costs, including but not limited to compliance with California state regulations.
240	FOOD SECURITY.....	Rules, procedures, and practices applicable to Shipper and Carrier when Shipper tenders food that is subject to the rules and regulations set forth in Subpart O, Part 1 of the Food Safety Modernization Act (§§1.900 through 1.934, as amended from time to time) ("Act").
245	TRAILER WASH-OUT FEE.....	\$50 per requested occurrence plus \$1.65 per mile for any additional empty miles incurred to perform the wash out of the trailer.
250	REFRIGERATION UNIT TEMPERATURE RECORD REQUEST.....	In the event that either a Shipper or Receiver requires a downloaded file of all temperatures recorded related to a specific load, a fee of \$85.00 will apply per request.



RULES TARIFF
GOVERNING
MOTOR CARRIER TRANSPORTATION SERVICES
PROVIDED
BY
CRETE CARRIER CORPORATION and
SHAFFER TRUCKING – Temperature Control Division
D.O.T. # 073705

For explanation of abbreviations and reference marks, see Item 1000.

This tariff is not filed with any government agency, it is maintained in our office and copies are available by contacting the issuer at the address below or may be obtained from our website at www.cretecarrier.com

ISSUED:
March 1, 2019

ISSUED BY:
TED DRUMMOND
VICE PRESIDENT OF PRICING & PRODUCTIVITY
400 NW 56TH ST
LINCOLN, NE 68528

EFFECTIVE:
April 1, 2019

CRETE CARRIER CORPORATION and
SHAFFER TRUCKING - Temperature Control Division
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The dash (-) used between rule or page numbers indicates that both numbers are inclusive.

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ITEM	
5	<p style="text-align: center;">APPLICATION OF PROVISIONS</p> <p>The provisions of this rules tariff apply to the transportation of all shipments by CRETE CARRIER CORPORATION and SHAFFER TRUCKING – TEMPERATURE CONTROL DIVISION of CRETE CARRIER CORPORATION (referred to herein as the "Carrier") except as otherwise provided in specific rate items or in separate written transportation agreements between Carrier and a Shipper (referred to herein as a "Shipper contract"). The party responsible for payment of freight charges will be responsible for payment of the charges provided for herein. In the event of a conflict between the provisions hereof and the provisions of the Shipper contract, the provisions of the Shipper contract will prevail.</p>
10	<p style="text-align: center;">PAYMENT IN U.S. FUNDS</p> <p>Rates and charges named herein, or in tariffs or Shipper contracts, are stated in, and are payable in, U.S. Funds.</p>
	<p style="text-align: center;">THIS SPACE LEFT BLANK INTENTIONALLY.</p>

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ITEM	
100	<p style="text-align: center;">BILLS OF LADING</p> <p>Individual receipts or bills of lading issued in connection with shipments transported by Carrier are merely prima facie evidence of the kind and quantity of freight received and do not constitute a contract of carriage. The terms and conditions under which Carrier transports such shipments, and Carrier’s liability in connection therewith, are determined solely and entirely by (i) the specific rate items applicable to the shipment; (ii) the provisions set forth herein; and (iii) the provisions of any applicable Shipper contract. In the event of a conflict between the provisions hereof and the provisions of a Shipper contract, the terms of the Shipper contract will prevail.</p>
105	<p style="text-align: center;">CLAIMS</p> <p>(A) Carrier’s liability for claims for cargo loss, damage or delay, overcharge, duplicate payment and over collection of freight charges are governed by, and processed with provisions of the United States Code governing common carriers and in accordance with regulations of the United States Department of Transportation. Carrier’s liability not otherwise governed by the Code or regulations shall extend only to extent of Carrier’s negligence.</p> <p>(B) Shortage in or damage to contents of a shipping container, which could not have been determined at the time of delivery, must be reported by the Receiver to the Carrier upon discovery and Receiver must request an inspection by the Carrier’s representative. Notice of shortage or damage and request for inspection, which is given by telephone or in person, must be confirmed in writing within ten (10) days after the initial notice. If more than fifteen (15) days have elapsed between the date of delivery and the date the Carrier receives the report of shortage or damage and request for inspection, the Receiver must provide reasonable evidence to the Carrier’s representative at the time the inspection is made that the shortage or damage was not caused by the Receiver. Receiver must maintain the shipping container and its contents in the same condition they were in when shortage or damage was discovered.</p> <p>(C) A claim for loss, damage, or delay to cargo will not be paid unless filed, as provided in paragraph (D) of this Item, with Carrier, at its home office in Lincoln, Nebraska, within nine (9) months after the date Carrier delivered the cargo, or in the absence of delivery within nine (9) months after a reasonable date for delivery has elapsed. Civil actions arising out of loss, damage, or delay to cargo shall be brought within two (2) years and one (1) day from the date Carrier gives notice of its disallowance of any portion of a filed cargo claim.</p> <p>(D) A written or electronic communication from a claimant, filed with Carrier within the time limit specified in paragraph (C) of this Item and: (1) Containing facts sufficient to identify the shipment, (2) asserting liability for alleged loss or damage, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions of this Item.</p> <p>(E) Notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, standing alone, will not constitute sufficient compliance with the provisions of this Item.</p> <p style="text-align: center;">(continued on next page)</p>

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ITEM

CLAIMS (cont.)

105 (cont.)

- (F) Whenever a claim is presented for an uncertain amount, such as "\$100 more or less", Carrier will determine the condition of the shipment involved at the time of delivery and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. Carrier will not, however, pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of paragraph (D) of this Item.
- (G) Carrier will, upon receipt in writing or by electronic transmission of a proper claim in the manner and form described in this Item, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt by the Carrier unless the Carrier shall have paid or declined such claim in writing within 30 days of the receipt thereof. The Carrier will indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (H) Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by Carrier; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the Carrier will at that time and at the expiration of each succeeding 60-day period which the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof.
- (I) Whenever property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, Receiver, or person entitled to receive such property, the Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties known to Carrier to have or claim an interest in the property, and unless advised to the contrary after giving such notice, shall undertake to sell, donate, or dispose of such property directly or by the engagement of a competent salvage agent. Proceeds from such sale or disposition shall be held in trust by Carrier pending determination of liability for loss or damage in accordance with the provisions of this Item. In the case that Carrier is not liable for such loss or damage and salvage is impracticable, diversion, stop off, and disposal/donation charges will apply.
- (J) A broken seal alone will not support a claim alleging loss or damage.
- (K) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any payment or settlement for a claim for loss or damage will be made. No shipper, payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.

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April 1, 2019

ITEM	
108	<p style="text-align: center;">LIMITATIONS OF LIABILITY</p> <p>Notwithstanding anything to the contrary contained herein, in no event shall Carrier be responsible for indirect, incidental, consequential, special, punitive, or like-kind damages arising from or relating to Carrier's performance or non-performance of services, regardless of the foreseeability of such damages or whether Carrier knew or should have known of the possibility of such damages."</p> <p>Shipper shall indemnify, defend and hold harmless Carrier and affiliated companies, their officers, directors, agents, sub-contractors, employees, and their successors and assigns from and against any and all claims, demands, losses, damages, expenses (including reasonable attorney's fees, costs and expenses), liabilities, causes of action, enforcement procedures, suits of any kind or nature brought by a governmental agency, or any other connected with or resulting from injury to or death of any person, injury to property or to natural resources arising out of shipper's (or its employees' or agents') negligent acts or omissions or willful misconduct, violation of any local, state or federal law or regulation, tendering any prohibited item for shipment, or failure to comply with the terms of this tariff.</p>
110	<p style="text-align: center;">COLLECT ON DELIVERY (C.O.D.) SHIPMENTS</p> <p>Carrier will not accept collect on delivery shipments. Any shipments identified as C.O.D. will be turned away or will require payment in advance of the load being accepted.</p>

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ITEM	
115	<p style="text-align: center;">EMPTY OR REPOSITIONING CHARGE</p> <p>When a Shipper and Carrier mutually agree to deadhead equipment to cover a load, an additional charge of \$2.00 per mile for the empty (non-loaded) miles will apply.</p>
120	<p style="text-align: center;">CONGESTED AREA DELIVERY CHARGE</p> <p>A charge of \$450.00 per shipment, in addition to all other applicable charges, will be assessed on shipments having a stop-in-transit for partial unloading or final delivery at a point in New York with a United States Postal Service three-digit zip code address of 100 through 108 or 110 through 119.</p> <p>A charge of \$200.00 per shipment, in addition to all other applicable charges, will be assessed on shipments having a stop-in-transit for partial unloading or final delivery at a point in Florida with a United States Postal Service three-digit zip code address of 330-334, 340.</p>
122	<p style="text-align: center;">EXPEDITED SERVICE</p> <p>When Shipper or Receiver requests expedited services that requires the use of team drivers (two drivers and one tractor), a charge equal to Fifteen Percent (15%) of the total linehaul charges will be assessed in addition to all other applicable charges.</p>
125	<p style="text-align: center;">CHANGE IN OWNERSHIP</p> <p>Rates which apply for the account of a named Shipper will not be applied to a successor in interest to that Shipper until Carrier has been notified in writing of the change in ownership.</p>
130	<p style="text-align: center;">PAYMENT/COLLECTION OF CHARGES</p> <p>Carrier may, in its sole discretion, relinquish possession of freight prior to payment of Carrier's charges provided Carrier is satisfied that such charges will be paid within the credit period provided herein.</p> <p>Unless otherwise provided in Shipper contracts, Carrier's charges shall be paid within thirty (30) calendar days (including Saturdays, Sundays and legal holidays) after the day following presentation of Carrier's freight bill.</p> <p>Payments received more than thirty (30) days after the date of Carrier's freight bill will be assessed a late payment fee equal to 1.5% of the total freight bill, for each period of 30-days, or portion thereof (including Saturdays, Sundays and legal holidays), from the date of Carrier's freight bill until the date payment is received, in addition to all other charges.</p>

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ITEM

DETENTION - TRACTOR-TRAILER UNITS

135

(A) FREE TIME

One and one half (1½) hours (90 minutes) free time per stop for loading or unloading will be allowed when Carrier provides a tractor and trailer unit. Free time commences when the tractor-trailer unit is made available for loading or unloading. If loading or unloading takes place at more than one location at the same facility, a total of one and one half (1½) hours (90 minutes) free time is allowed. (Loading or unloading at separate facilities in the same municipality are considered separate stops and are subject to the stop charge provisions of Item 205). Carrier utilizes satellite communication to determine vehicle tracking and position. This information will be utilized in determining the time a driver and the driver's asset are detained at a Shipper or Receiver's facility and will subsequently be utilized in the billing and collection of driver detention.

(B) DETENTION CHARGES

When Carrier's tractor-trailer unit is detained at a stop longer than the free-time allowance, the following detention charges will be assessed in addition to all other applicable charges:

<u>Detention Time in Excess of Free Time</u>	<u>Charge</u>
Each fifteen (15) minute period or fraction thereof	\$ 20.00
Maximum Charge per 24 hours for single driver (See Layover Item 156)	\$ 800.00
Maximum Charge per 24 hours for team drivers (See Layover Item 156)	\$1,600.00

(C) The charges provided for in this Item will be assessed in addition to all other applicable charges and will be the responsibility of the party paying the freight charges.

DETENTION - TRAILERS ONLY

140

(A) FREE TIME

Twenty-four (24) hours free time for loading or unloading will be allowed when Carrier provides a trailer without a tractor. Free time commences when the trailer is made available for loading or unloading.

(B) DETENTION CHARGES

When Carrier's trailer is detained at a stop longer than the free time allowance, the following detention charges will be assessed in addition to all other applicable charges:

<u>Detention Time in Excess of Free Time</u>	<u>Dry Van Trailer</u>	<u>Temp. Control Trailer</u>
Each additional 24-hour period or fraction thereof	\$50.00 per period	\$150.00 per period

*If a refrigeration unit is required to run while a temp control trailer is detained, the Shipper or Receiver will be responsible for the cost of maintaining fuel and oil levels in the unit at a rate of \$5.00 per hour
 Note: Saturdays, Sundays and holidays are included in detention time computation.

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 400 NW 56TH ST
 LINCOLN, NE 68528

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ITEM											
145	<p style="text-align: center;">SPECIAL EQUIPMENT</p> <p>Except as otherwise provided herein in specific rate items or Shipper contracts, Carrier's rates apply only in connection with the use of Carrier's standard 53-foot non-refrigerated van trailers. Other types of trailers, such as deck trailers or mechanically refrigerated trailers may be furnished on request, if available, at a charge, in addition to all other applicable charges, equal to 20% of the otherwise applicable linehaul rate.</p>										
150	<p style="text-align: center;">EQUIPMENT ORDERED AND NOT USED</p> <p>If, due to no fault or negligence of Carrier, Carrier's equipment which has been dispatched to load at a Shipper's request is not utilized, the party requesting the equipment will be assessed a charge of \$350.00 for solo service and \$600.00 for team service. In the event the shipment is cancelled after the driver has arrived for loading, detention charges under the provisions of Item 135 will apply in addition to all other charges.</p>										
155	<p style="text-align: center;">LIMITATION OF SERVICE</p> <p>(A) Carrier is not obligated to accept shipments for which it does not have available or suitable equipment or to perform accessorial services for which provisions have not been made herein or in specific rate items or Shipper contracts.</p> <p>(B) Carrier is not obligated to provide service when, in Carrier's sole judgment, the condition of roadways, bridges, streets, alleys or facilities over which Carrier's equipment must operate makes such operation unsafe or impractical.</p> <p>(C) Carrier is not obligated to accept shipments or provide service when Shipper has not timely remitted any payment(s) due Carrier.</p> <p>(D) Unless otherwise agreed to between Carrier and Shipper in an applicable Shipper contract, Carrier is not obligated to accept shipments or provide service for any reason and may refuse service for any reason at any time.</p>										
156	<p style="text-align: center;">OVERNIGHT LAYOVER</p> <p>If after arrival at the point of loading or unloading, Carrier is required by the Shipper or Receiver or Agent of the same to load or unload the following day, causing an overnight layover, these charges will apply.</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Single driver</td> <td style="padding-right: 20px;">\$ 800.00 per overnight layover</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Team drivers</td> <td>\$1,600.00</td> <td style="padding-right: 20px;">per</td> <td style="padding-right: 20px;">overnight</td> <td>layover</td> </tr> </table>	Single driver	\$ 800.00 per overnight layover				Team drivers	\$1,600.00	per	overnight	layover
Single driver	\$ 800.00 per overnight layover										
Team drivers	\$1,600.00	per	overnight	layover							

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ITEM	
160	<p style="text-align: center;">LOADING AND/OR UNLOADING</p> <p>(A) Except as specifically provided in individual rate items or Shipper contracts, when is requested or required to provide loading or unloading services, including positioning cargo at the rear of the trailer (tailgating), Carrier will provide such service for the following additional charges (based on actual gross weight):</p> <ul style="list-style-type: none"> (1) Non-refrigerated shipments (except tires).....\$50.00 per stop and \$125.00 per shipment; (2) Refrigerated shipments..... \$60.00 stop and \$150.00 per shipment; (3) Tire shipments..... \$60.00 per stop and \$175.00 per shipment. <p>(B) As used herein "loading" and "unloading" means the act of transferring freight between Carrier's trailer and an area immediately adjacent to and accessible from the trailer. Tailgating, pallet jacking, breaking down pallets, sorting and segregating, and driver assist, are considered "loading" and/or "unloading".</p> <p>(C) If Carrier is requested to furnish additional labor to load or unload, such labor will be charged for at the Carrier's actual cost, in addition to all other charges. Carrier will provide documentation to verify the actual costs incurred.</p> <p>(D) The charges provided for in this Item will be assessed in addition to all other applicable charges and will be the responsibility of the party paying the freight charges.</p>
165	<p style="text-align: center;">MILEAGE COMPUTATIONS</p> <p>(A) Mileage rates are governed by the current version of Rand McNally-TDM, Inc. MileMaker® – Practical Miles.</p> <p>(B) Mileages shown between specified points in individual rate items are for information purposes only. Mileage rates will be assessed on the basis of the distance between such points as shown in the current version of Rand McNally-TDM, Inc. MileMaker – Practical Miles.</p>

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ITEM																												
170	<p style="text-align: center;">OVERWEIGHT SHIPMENTS</p> <p>Carrier will not accept shipments with a gross weight exceeding the maximum weight that can lawfully be transported in the equipment furnished by Carrier.</p>																											
175	<p style="text-align: center;">PROOF OF DELIVERY</p> <p>Carrier will furnish one copy of the bill of lading showing the receiver's signature with the freight bill at no charge.</p> <p>Carrier will also provide access to Carrier's web site where a copy of the bill of lading showing the receiver's signature can be retrieved at no additional charge.</p> <p>Additional copies will be furnished on request for a charge of \$25.00 per copy, payable in advance.</p>																											
180	<p style="text-align: center;">RATE PRECEDENCE</p> <p>If more than one rate applies to a shipment the rate to be assessed will be determined on the basis of the following order of precedence even if doing so does not result in assessment of the lowest applicable rate:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Order of Precedence</u></th> <th style="text-align: left;"><u>Rate Application From</u></th> <th style="text-align: left;"><u>To</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Named City</td> <td>Named City via specified intermediate (stop-off) points</td> </tr> <tr> <td>2.</td> <td>Named City</td> <td>Named City</td> </tr> <tr> <td>3.</td> <td>Named City</td> <td>Named State or portion of State (See Note)</td> </tr> <tr> <td>4.</td> <td>Named State or portion of State (See Note)</td> <td>Named City</td> </tr> <tr> <td>5.</td> <td>Portion of State (See Note)</td> <td>Portion of State (See Note)</td> </tr> <tr> <td>6.</td> <td>Portion of State (See Note)</td> <td>Named State</td> </tr> <tr> <td>7.</td> <td>Named State</td> <td>Named State</td> </tr> <tr> <td>8.</td> <td>All points</td> <td>All points</td> </tr> </tbody> </table> <p>Note: Portion of State may be identified by county, a group of counties, three-digit zip code or a group of three-digit zip codes.</p>	<u>Order of Precedence</u>	<u>Rate Application From</u>	<u>To</u>	1.	Named City	Named City via specified intermediate (stop-off) points	2.	Named City	Named City	3.	Named City	Named State or portion of State (See Note)	4.	Named State or portion of State (See Note)	Named City	5.	Portion of State (See Note)	Portion of State (See Note)	6.	Portion of State (See Note)	Named State	7.	Named State	Named State	8.	All points	All points
<u>Order of Precedence</u>	<u>Rate Application From</u>	<u>To</u>																										
1.	Named City	Named City via specified intermediate (stop-off) points																										
2.	Named City	Named City																										
3.	Named City	Named State or portion of State (See Note)																										
4.	Named State or portion of State (See Note)	Named City																										
5.	Portion of State (See Note)	Portion of State (See Note)																										
6.	Portion of State (See Note)	Named State																										
7.	Named State	Named State																										
8.	All points	All points																										

For explanation of abbreviations and reference marks, see Item 1000.

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ISSUED:
March 1, 2019

ISSUED BY:
TED DRUMMOND
VICE PRESIDENT OF PRICING & PRODUCTIVITY
400 NW 56TH ST
LINCOLN, NE 68528

EFFECTIVE:
April 1, 2019

ITEM	
185	<p style="text-align: center;">MINIMUM CHARGES</p> <p>Minimum charges shown herein or in specific rate items do not include accessorial charges. Charges for stops, loading or unloading, and any other accessorial charges will be assessed in addition to the applicable minimum charge. When rates are published on per mile basis and no minimum charge is specified, a \$650.00 minimum charge will be applicable on dry van shipments, and \$700.00 on temperature controlled shipments. Point-to-point rates stated in dollars per shipment are not subject to these minimum charges.</p>
187	<p style="text-align: center;">SPECIFIC ROUTING</p> <p>When Shipper or Receiver requests transportation of a shipment over a particular route, or the shortest route is not feasible due to highway or shipment restrictions, the mileage over the longer specified route will be used in determining charges.</p> <p>(A) Alternate routing requirements and/or altitude restrictions must be indicated when the load is tendered to Carrier and must be noted on the bill of lading.</p> <p>(B) Rates stated in cents per mile will be computed on the basis of the distance from the point of origin to the point of final destination via the specific route.</p> <p>(C) Rates applicable to shipments requiring specific routing that are stated in a format other than cents per mile will be converted to an equivalent cents per mile format by dividing the total linehaul charges from the point of origin to the point of final destination by the shortest distance between such points and multiplying the result by the distance from the point of origin to the point of final destination via the specific route. The rate thus determined will apply in lieu of the published rate.</p> <p>(D) All toll charges, highway use fees, special permit charges, ferry charges, and/or any other additional charges incurred as a result of the requested or required route will be assessed in addition to all other applicable charges.</p>

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ISSUED:	ISSUED BY: TED DRUMMOND VICE PRESIDENT OF PRICING & PRODUCTIVITY 400 NW 56TH ST LINCOLN, NE 68528	EFFECTIVE:
March 1, 2019		April 1, 2019

ITEM

190

RECONSIGNMENT OR DIVERSION

Shipments may be reconsigned or diverted subject to the following conditions:

- (A) The term "reconsignment" or "diversion" means any of the following:
- (1) A change in the name or address of Shipper or Receiver.
 - (2) A change in the destination or in the stop in transit.
 - (3) Freight which is refused, rejected, unclaimed or undelivered for any reason beyond Carrier's control.
 - (4) Any other instructions given by Shipper, Receiver, or owner necessary to effect changes in delivery.
- (B) A charge of \$150.00 per reconsignment or diversion will be made in addition to all other applicable charges.
- (C) A request for reconsignment or diversion must be made or confirmed by the party responsible for freight charges, unless the Receiver agrees, in writing, to pay the reconsignment fee.
- (D) When a reconsignment or diversion order is received by the Carrier, a reasonable effort will be made to locate the shipment and to effect the requested change, but Carrier will not be responsible for failure to effect such change.
- (E) The rates to be applied on shipments accorded reconsignment or diversion privileges are rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point(s). If the shipment reaches its original destination, the original destination will be considered a stop in transit under this item and stop charges applied per Item 205. In the event that the shipment is returned to the original origin, a rate of \$1.65 per mile will apply on all miles, subject to a minimum charge of \$650.00 and a stop charge will be applied at the turn around point and applied per item 205.
- (F) If Shipper requests and Carrier is able to comply, Carrier will hold the shipment in its trailer and redeliver at a later time. Detention charges will apply per Item 135 when this occurs.
- (G) If the shipment is placed in public storage or warehouse, all lawful charges applying under this tariff or tariffs subject hereto must be paid by the Shipper. The Carrier shall not be liable for any charges resulting from placing such shipments in public storage warehouse.
- (H) The party responsible for payment of freight charges will be responsible for payment of the charges provided for herein.
- (I) Any delay to the tractor and trailer which is incurred while Carrier awaits instructions from Shipper or Receiver on disposition of a shipment will be charged as detention under the provisions of Item 135 (B), with no free time allowed.

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March 1, 2019

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VICE PRESIDENT OF PRICING & PRODUCTIVITY
400 NW 56TH ST
LINCOLN, NE 68528

EFFECTIVE:

April 1, 2019

ITEM	
200	<p style="text-align: center;">RELEASED VALUE</p> <p>(A) Except as otherwise specifically provided in individual Shipper contracts, unless the Shipper shall have declared a higher value in accordance with the provisions of this Item and shall have paid the additional charge provided for herein, the Shipper shall be deemed to have declared a value not to exceed \$100,000 per trailer load of freight.</p> <p>(B) Freight with a declared value in excess of \$100,000 per trailer load will be accepted subject to the following provisions:</p> <p>(1) Carrier must be notified at the time it agrees to transport the freight that a value in excess of \$100,000 per trailer load will be declared and the amount of the declared value of the freight, and Carrier must have agreed, in a writing signed by an authorized representative, to accept the freight at the declared value. Carrier's driver is <u>not</u> an authorized representative for this purpose. An authorized representative shall be the President or Vice President of Carrier. Acceptance of a load via Electronic Data Interchange (EDI) or other electronic acceptance shall not be deemed to be a writing signed by an authorized representative of Carrier.</p> <p>(2) The following must appear prominently and legibly on the bill of lading:</p> <p style="text-align: center;">"The declared value of all of the property constituting this trailer load of freight is hereby stated by the Shipper to be not more than \$_____."</p> <p>(3) A charge of \$5.00 per \$100.00 of declared value in excess of \$100,000, with a minimum charge of \$1,000.00, in addition to all other applicable charges, will be assessed.</p> <p>Carrier's liability for loss or damage to the freight will not exceed the actual value of the freight or the value declared in accordance with this Item, whichever amount is less.</p>
	<p style="text-align: center;">THIS SPACE LEFT BLANK INTENTIONALLY</p>

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ISSUED: March 1, 2019	ISSUED BY: TED DRUMMOND VICE PRESIDENT OF PRICING & PRODUCTIVITY 400 NW 56TH ST LINCOLN, NE 68528	EFFECTIVE: April 1, 2019
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ITEM	
205	<p style="text-align: center;">STOPS IN TRANSIT</p> <p>Shipments may be stopped in transit to partially load and/or unload subject to the following provisions:</p> <p>(A) Freight charges must be paid entirely by either the Shipper or Receiver. Carrier will not divide its charges among two or more payers.</p> <p>(B) The bill of lading must show the name and address of each point at which the shipment is to be stopped in transit for partial loading and/or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point. If a shipment is stopped in transit at more than one facility in the same municipality, each facility will be considered a separate stop for purposes of this Item.</p> <p>(C) Shipments stopped in transit to partially load and/or unload will be assessed the following charges per stop, exclusive of the initial stop to load and the final stop to unload, in addition to all other applicable charges:</p> <p style="margin-left: 40px;">First stop..... \$ 150.00 Second stop..... \$ 225.00 Third stop..... \$ 300.00 Fourth and each additional stop..... \$ 375.00</p> <p>(D) Stops in transit to partially unload will be permitted only at points beyond the point at which loading is completed. A stop in transit for partial loading will not be permitted after a shipment has been stopped in transit for partial unloading.</p> <p>(E) Mileage rates applicable to shipments stopped in transit to partially load and/or unload will be computed on the basis of the distance from the point of origin to the point of final destination via each stop-off point.</p> <p>(F) Rates stated in dollars per shipment applicable to shipments stopped in transit to partially load and/or unload will be computed by dividing the published rate from the point of origin to the point of final destination by the distance between such points (disregarding any stop-off points) and multiplying the result by the distance from the point of origin to the point of final destination via each stop-off point. The rate thus determined will apply in lieu of the published rate.</p>

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VICE PRESIDENT OF PRICING & PRODUCTIVITY
400 NW 56TH ST
LINCOLN, NE 68528

EFFECTIVE:
April 1, 2019

ITEM

FUEL SURCHARGE

- 210 Overview: Due to the volatile nature of diesel fuel prices, a fuel surcharge will be applied to all shipments to compensate Carrier for fuel cost increases, and to protect the Shipper as fuel costs decline. The fuel surcharge will be applied on loaded miles only unless otherwise specified. The Energy Information Administration's EIA Retail On-Highway Diesel Fuel Price, National U.S. Average, will be used for determining the applicable fuel surcharge. The URL is: www.eia.gov/petroleum/gasdiesel/?src=email
- Review: Adjustments will be made each Monday based upon the EIA Index posted that day, and will be applied on all shipments loaded on or after that date until the next adjustment. In the event of a holiday on Monday, the EIA Index for Tuesday will be used and will apply on all shipments loaded on or after that Tuesday.
- Application: For simplicity in application, the following table has been developed:

DRY VAN				TEMP CONTROL			
EIA DIESEL FUEL PRICE INDEX		SURCHARGE RATE PER MILE		EIA DIESEL FUEL PRICE INDEX		SURCHARGE RATE PER MILE	
\$0.998	to	\$1.023	-\$0.010	\$1.008	to	\$1.028	-\$0.010
\$1.024	to	\$1.049	-\$0.005	\$1.029	to	\$1.049	-\$0.005
\$1.050	to	\$1.101	No Surcharge	\$1.050	to	\$1.091	No Surcharge
\$1.102	to	\$1.127	\$0.010	\$1.092	to	\$1.112	\$0.010
\$1.128	to	\$1.153	\$0.015	\$1.113	to	\$1.133	\$0.015
\$1.154	to	\$1.179	\$0.020	\$1.134	to	\$1.154	\$0.020
\$1.180	to	\$1.205	\$0.025	\$1.155	to	\$1.175	\$0.025
\$1.206	to	\$1.231	\$0.030	\$1.176	to	\$1.196	\$0.030
\$1.232	to	\$1.257	\$0.035	\$1.197	to	\$1.217	\$0.035
\$1.258	to	\$1.283	\$0.040	\$1.218	to	\$1.238	\$0.040
\$1.284	to	\$1.309	\$0.045	\$1.239	to	\$1.259	\$0.045
\$1.310	to	\$1.335	\$0.050	\$1.260	to	\$1.280	\$0.050
\$1.336	to	\$1.361	\$0.055	\$1.281	to	\$1.301	\$0.055
\$1.362	to	\$1.387	\$0.060	\$1.302	to	\$1.322	\$0.060
\$1.388	to	\$1.413	\$0.065	\$1.323	to	\$1.343	\$0.065
\$1.414	to	\$1.439	\$0.070	\$1.344	to	\$1.364	\$0.070
\$1.440	to	\$1.465	\$0.075	\$1.365	to	\$1.385	\$0.075
\$1.466	to	\$1.491	\$0.080	\$1.386	to	\$1.406	\$0.080
\$1.492	to	\$1.517	\$0.085	\$1.407	to	\$1.427	\$0.085
\$1.518	to	\$1.543	\$0.090	\$1.428	to	\$1.448	\$0.090
\$1.544	to	\$1.569	\$0.095	\$1.449	to	\$1.469	\$0.095
\$1.570	to	\$1.595	\$0.100	\$1.470	to	\$1.490	\$0.100
\$1.596	to	\$1.621	\$0.105	\$1.491	to	\$1.511	\$0.105
\$1.622	to	\$1.647	\$0.110	\$1.512	to	\$1.532	\$0.110
\$1.648	to	\$1.673	\$0.115	\$1.533	to	\$1.553	\$0.115
\$1.674	to	\$1.699	\$0.120	\$1.554	to	\$1.574	\$0.120
\$1.700	to	\$1.725	\$0.125	\$1.575	to	\$1.595	\$0.125
\$1.726	to	\$1.751	\$0.130	\$1.596	to	\$1.616	\$0.130
\$1.752	to	\$1.777	\$0.135	\$1.617	to	\$1.637	\$0.135
\$1.778	to	\$1.803	\$0.140	\$1.638	to	\$1.658	\$0.140
\$1.804	to	\$1.829	\$0.145	\$1.659	to	\$1.679	\$0.145
\$1.830	to	\$1.855	\$0.150	\$1.680	to	\$1.700	\$0.150
\$1.856	to	\$1.881	\$0.155	\$1.701	to	\$1.721	\$0.155
\$1.882	to	\$1.907	\$0.160	\$1.722	to	\$1.742	\$0.160

(Fuel Surcharge Table continued on next page)

*Temp Control Surcharge applies when Temperature Control Service is requested or required.

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ITEM

210 (cont.)

FUEL SURCHARGE (table continued from previous page)

DRY VAN				TEMP CONTROL			
EIA DIESEL FUEL PRICE INDEX		SURCHARGE RATE PER MILE	EIA DIESEL FUEL PRICE INDEX		SURCHARGE RATE PER MILE		
\$1.908	to	\$1.933	\$0.165	\$1.743	to	\$1.763	\$0.165
\$1.934	to	\$1.959	\$0.170	\$1.764	to	\$1.784	\$0.170
\$1.960	to	\$1.985	\$0.175	\$1.785	to	\$1.805	\$0.175
\$1.986	to	\$2.011	\$0.180	\$1.806	to	\$1.826	\$0.180
\$2.012	to	\$2.037	\$0.185	\$1.827	to	\$1.847	\$0.185
\$2.038	to	\$2.063	\$0.190	\$1.848	to	\$1.868	\$0.190
\$2.064	to	\$2.089	\$0.195	\$1.869	to	\$1.889	\$0.195
\$2.090	to	\$2.115	\$0.200	\$1.890	to	\$1.910	\$0.200
\$2.116	to	\$2.141	\$0.205	\$1.911	to	\$1.931	\$0.205
\$2.142	to	\$2.167	\$0.210	\$1.932	to	\$1.952	\$0.210
\$2.168	to	\$2.193	\$0.215	\$1.953	to	\$1.973	\$0.215
\$2.194	to	\$2.219	\$0.220	\$1.974	to	\$1.994	\$0.220
\$2.220	to	\$2.245	\$0.225	\$1.995	to	\$2.015	\$0.225
\$2.246	to	\$2.271	\$0.230	\$2.016	to	\$2.036	\$0.230
\$2.272	to	\$2.297	\$0.235	\$2.037	to	\$2.057	\$0.235
\$2.298	to	\$2.323	\$0.240	\$2.058	to	\$2.078	\$0.240
\$2.324	to	\$2.349	\$0.245	\$2.079	to	\$2.099	\$0.245
\$2.350	to	\$2.375	\$0.250	\$2.100	to	\$2.120	\$0.250
\$2.376	to	\$2.401	\$0.255	\$2.121	to	\$2.141	\$0.255
\$2.402	to	\$2.427	\$0.260	\$2.142	to	\$2.162	\$0.260
\$2.428	to	\$2.453	\$0.265	\$2.163	to	\$2.183	\$0.265
\$2.454	to	\$2.479	\$0.270	\$2.184	to	\$2.204	\$0.270
\$2.480	to	\$2.505	\$0.275	\$2.205	to	\$2.225	\$0.275
\$2.506	to	\$2.531	\$0.280	\$2.226	to	\$2.246	\$0.280
\$2.532	to	\$2.557	\$0.285	\$2.247	to	\$2.267	\$0.285
\$2.558	to	\$2.583	\$0.290	\$2.268	to	\$2.288	\$0.290
\$2.584	to	\$2.609	\$0.295	\$2.289	to	\$2.309	\$0.295
\$2.610	to	\$2.635	\$0.300	\$2.310	to	\$2.330	\$0.300
\$2.636	to	\$2.661	\$0.305	\$2.331	to	\$2.351	\$0.305
\$2.662	to	\$2.687	\$0.310	\$2.352	to	\$2.372	\$0.310
\$2.688	to	\$2.713	\$0.315	\$2.373	to	\$2.393	\$0.315
\$2.714	to	\$2.739	\$0.320	\$2.394	to	\$2.414	\$0.320
\$2.740	to	\$2.765	\$0.325	\$2.415	to	\$2.435	\$0.325
\$2.766	to	\$2.791	\$0.330	\$2.436	to	\$2.456	\$0.330
\$2.792	to	\$2.817	\$0.335	\$2.457	to	\$2.477	\$0.335
\$2.818	to	\$2.843	\$0.340	\$2.478	to	\$2.498	\$0.340
\$2.844	to	\$2.869	\$0.345	\$2.499	to	\$2.519	\$0.345
\$2.870	to	\$2.895	\$0.350	\$2.520	to	\$2.540	\$0.350
\$2.896	to	\$2.921	\$0.355	\$2.541	to	\$2.561	\$0.355
\$2.922	to	\$2.947	\$0.360	\$2.562	to	\$2.582	\$0.360
\$2.948	to	\$2.973	\$0.365	\$2.583	to	\$2.603	\$0.365
\$2.974	to	\$2.999	\$0.370	\$2.604	to	\$2.624	\$0.370
\$3.000	to	\$3.025	\$0.375	\$2.625	to	\$2.645	\$0.375
\$3.026	to	\$3.051	\$0.380	\$2.646	to	\$2.666	\$0.380
\$3.052	to	\$3.077	\$0.385	\$2.667	to	\$2.687	\$0.385
\$3.078	to	\$3.103	\$0.390	\$2.688	to	\$2.708	\$0.390
\$3.104	to	\$3.129	\$0.395	\$2.709	to	\$2.729	\$0.395

(Same formula will apply if fuel levels exceed above table)

*Temp Control Surcharge applies when Temperature Control Service is requested or required.

For explanation of abbreviations and reference marks see Item 1000

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TED DRUMMOND
VICE PRESIDENT OF PRICING & PRODUCTIVITY
400 NW 56TH ST
LINCOLN, NE 68528

ISSUED:

March 1, 2019

EFFECTIVE:

April 1, 2019

ITEM	
215	<p style="text-align: center;">PALLET EXCHANGE</p> <p>A charge of \$8.50 per pallet, subject to a minimum charge of \$200.00 per shipment, in addition to all other applicable charges, will be assessed on shipments where Carrier is expected to provide, purchase, or replace pallets at the Shipper or Receiver.</p>
220	<p style="text-align: center;">SPOTTING/SHAG SERVICES</p> <p>All actual charges resulting from spotting/shagging services to reposition equipment to and from the Shipper or Receiver's dock for loading or unloading will be the responsibility of the party responsible for paying the freight charges.</p>
225	<p style="text-align: center;">CONTINUOUS RUN (TEMP CONTROL LOADS ONLY)</p> <p>In the event that the continuous run of a temperature controlled refrigeration unit on trailer is required, an additional \$0.08/mile fee subject to a minimum charge of \$50.00 will be assessed. This service will be available by notating "Continuous Run" on the Bill of Lading.</p>
230	<p style="text-align: center;">TOLLS</p> <p>Toll charges will be applied based on estimated toll charges using a practical route in the most current version of PC*Miler</p>
235	<p style="text-align: center;">DUNNAGE REMOVAL</p> <p>When Shipper provides materials used to secure the shipment in the trailer and Carrier must dispose of such material after leaving the final delivery, a charge of \$150.00 will be assessed. This charge includes lumber, plywood, plastic, cardboard or any other material left on the trailer that must be removed.</p>
237	<p style="text-align: center;">CALIFORNIA COMPLIANCE FEE</p> <p>Shipments originating from and/or destined to the state of California may be subject to a compliance fee not to exceed \$195 per load, in addition to all other applicable charges, due to higher operating costs, including but not limited to compliance with California state regulations.</p>

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LINCOLN, NE 68528

EFFECTIVE:

April 1, 2019

ITEM

240

FOOD SECURITY

The following rules, procedures, and practices apply to Shipper and Carrier when Shipper tenders to Carrier food that is subject to the rules and regulations set forth in Subpart O, Part 1 of the Food Safety Modernization Act (§§1.900 through 1.934, as amended from time to time) (“Act”).

(A) Definitions. Unless otherwise stated herein, the definitions under the Act shall apply.

- (1) Shipper – means “Shipper” as defined in the Act, as well as Shipper’s agents. The term “Shipper” shall specifically include any third-party or third-party location where Carrier takes possession of food shipments. Carrier shall not be considered a Shipper.

(B) Shipper’s Responsibilities. Shipper shall:

- (1) At the time of tender of shipment to Carrier, specifically identify any shipment which contains food governed by the Act.
- (2) Specify to Carrier, in writing (including electronically) at or prior to the time of shipment tender, all necessary sanitary requirements for Carrier’s vehicle and transportation equipment, including, but not limited to, any design, material, and workmanship requirements, as well as cleaning procedures necessary to ensure that the vehicles and equipment are in appropriate sanitary condition for transportation and suitable for their intended purpose. Shipper will be solely responsible for inspecting and determining that Carrier’s vehicles and transportation equipment meet all of Shipper’s requirements. Shipper shall reject any vehicle or transportation equipment that does not meet Shipper’s requirements. By accepting and loading Carrier’s vehicles or transportation equipment, Shipper will have conclusively determined that such vehicles and transportation equipment meets all of Shipper’s requirements.
- (3) If applicable, specify to Carrier, in writing (including electronically), at or prior to the time of shipment tender, the requisite operating temperature of the shipment, including any necessary pre-cooling requirements. Such specifications shall also be provided on the applicable bill of lading. To the extent of a discrepancy between the specifications the temperature specified on the bill of lading shall govern. Carrier shall not be responsible for any pre-cooling requirements unless such requirements are specified to Carrier, in writing, at or prior to the time of shipment tender. Shipper will be solely responsible for inspecting and determining if the vehicles and transportation equipment tendered by Carrier have been adequately pre-cooled and are set at the appropriate operating temperature prior to the shipment leaving Shipper’s premises. In the event of pre-loaded trailers, Shipper shall be solely responsible for any pre-cooling requirements and assuring that the shipment is set at the appropriate operating temperature at the time that Carrier takes physical possession of the shipment.
- (4) Load and/or unload (as the case may be) vehicles or transportation equipment utilized in transportation operations, including appropriately packaging, isolating, and segregating food and/or non-food items contained within a shipment to prevent cross-contamination. Shipper will be solely responsible for ensuring that the shipment is loaded and or unloaded properly and that food and/or non-food items are appropriately packaged, isolated, and segregated. Shipper shall also be responsible for implementing and enforcing any hand washing requirements to protect food not completely enclosed by a container.
- (5) While on its premises, store Carrier’s vehicles and transportation equipment in such a manner to prevent the harboring of pests or becoming contaminated in any other manner that could result in food for which it will be used becoming unsafe during transportation operations.

- (C) Carrier's Responsibility. Carrier assumes no greater responsibility than what the Act specifically requires of Carrier, unless, and then only to the extent, Carrier accepts greater responsibility under the terms and conditions of the Shipper contract. Unless explicitly set forth in the Shipper contract, Shipper has not assigned and Carrier has not accepted any responsibilities of a Shipper, Loader, or Receiver. Carrier shall:
- (1) Supply vehicles and transportation equipment that meets the requirements specified by Shipper. In furtherance thereof:
 - a. Carrier will instruct its drivers that prior to delivering a trailer to be live-loaded by Shipper, to ensure such trailer is broom clean and to inspect such trailer for water leaks, holes, or other damage which will cause food from becoming unsafe during transit. If applicable, Carrier's drivers will also check the operation of the refrigeration unit and condition of the air chute to ensure it is properly affixed to the ceiling of the trailer. If any issues are found, drivers will be required to report any such issues to Carrier prior to tendering the trailer to Shipper.
 - b. If a trailer washout is required by Shipper, or if the trailer condition is such that a washout is appropriate, Carrier will instruct its drivers to contact Carrier to be routed to the closest environmentally approved washout site for cleaning prior to delivering the trailer to Shipper for loading. If a washout is required by Shipper, Shipper will be responsible for the charges set forth in item 245 of these rules.
 - c. Notwithstanding the foregoing, Shipper remains solely responsible for the inspection and acceptance of any vehicle or transportation equipment. Shipper shall reject any vehicle or transportation equipment that does not meet Shipper's requirements. By accepting and loading Carrier's vehicles or transportation equipment, Shipper will have conclusively determined that such vehicles and transportation equipment meets all of Shipper's requirements.
 - (2) If applicable, maintain appropriate temperature controls (including pre-cooling) as specified by Shipper. In furtherance thereof:
 - a. For live loads, Carrier will instruct its drivers to pre-cool the trailer per Shipper's specific requirements, if any.
 - b. Carrier will instruct its drivers to check the refrigeration unit to ensure the physical temperature setting on the unit matches the setting denoted on the bill of lading.
 - c. Carrier will instruct its drivers to contact Carrier if there is a discrepancy between the bill of lading and shipment information provided to Carrier by Shipper.
 - d. Carrier will instruct its drivers that whenever the driver makes routine stops while in route to destination to ensure the refrigeration unit is operating properly and that the temperature is correct with the information on Shipper's bill of lading.
 - e. Carrier will instruct its drivers to contact Carrier anytime there is a material temperature variation or refrigeration unit failure.
 - (3) If applicable, provide to Shipper and/or an applicable Receiver temperature control records, as follows:
 - a. If a temperature control record is requested by Shipper, Carrier will provide Shipper with an electronic download of the refrigeration unit's Return Air, Supply Air, and Set Point data during the shipment, if available. If such record is requested by the Receiver,

Carrier will provide the record to Shipper and Shipper will be responsible for distribution of such data to the Receiver. Notwithstanding the foregoing, if requested by the Receiver, Carrier will provide to the Receiver, at the time of delivery, the operating temperature of the shipment as specified by Shipper on the bill of lading or other documentation.

1. Shipper acknowledges that Carrier is unable to guarantee the existence of a temperature control record, as such records exist on a refrigerated unit for a finite period of time. Shipper acknowledges that temperature control records should be requested within forty five (45) days of delivery to enhance the probability that such data continues to remain refrigeration unit.
 2. For temperature control records requested by Shipper, Shipper will be responsible for the mileage and charges specified in item 250 of these rules. Should such temperature control records indicate a deviation in the temperature requirements as specified by Shipper, and such deviation result in a claim for damages due to quality or food safety issues, Shipper is entitled to include any charges paid by Shipper in any claim against Carrier.
- (4) Provide adequate training to personnel engaged in transportation operations that provides awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the responsibility of Carrier under the Act. The training will be provided upon hiring and as needed thereafter. The training provided by Carrier may include the on-line food defense training provided by the Food and Drug Administration (FDA). Should Shipper require additional training of Carrier's employees or drivers, Shipper shall undertake all aspects and costs of any additional training.
- (D) Seals. Carrier and Shipper agree that a broken seal alone shall not be evidence of contamination or adulteration of a shipment.
- (E) Qualified Individuals. If Carrier or Shipper become aware of an indication of a possible material failure of temperature control or other conditions that may render food unsafe during transportation, Carrier and Shipper agree that the food shall not be sold or otherwise distributed until the determination by a qualified individual that the temperature deviation or other condition did not render the food unsafe. Carrier and Shipper agree that a qualified individual shall be a mutually agreed upon third-party with the requisite knowledge and experience in food safety, capable of making a determination regarding the safety of the shipment. Examples of qualified individuals may include, but not be limited to, inspectors from the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), or like-kind state agency. Carrier and Shipper agree that this provision addresses the disposition of shipments which are determined unsafe by virtue of a material temperature deviation or other condition and does not address the disposition of any shipment where temperature deviation or other condition affects only quality standards set by Shipper.
- (F) Competent Supervisory Personnel. Both Carrier and Shipper shall designate competent supervisory personnel to ensure that transportation operations are carried out in compliance with the Act. Carrier's competent supervisory personnel shall be its Vice President – Risk Management or his/her designee.

For explanation of abbreviations and reference marks, see Item 1000.

This tariff is not filed with any government agency, it is maintained in our office and copies are available by contacting the issuer at the address below or may be obtained from our website at <http://cretecarrier.com/resources/>.

ISSUED:

March 1, 2019

ISSUED BY:

TED DRUMMOND
VICE PRESIDENT OF PRICING & PRODUCTIVITY
400 NW 56TH ST
LINCOLN, NE 68528

EFFECTIVE:

April 1, 2019

ITEM	
245	<p style="text-align: center;">TRAILER WASH-OUT</p> <p>When a Shipper requests that a trailer be washed out prior to the pick-up of a load, a \$50 fee per requested occurrence will be billed by Carrier. If applicable, \$1.65 per mile will be assessed by Carrier for any additional empty miles incurred to perform the wash out of the trailer.</p>
250	<p style="text-align: center;">REFRIGERATION UNIT TEMPERATURE RECORD REQUEST</p> <p>In the event that either a Shipper or Receiver requires a downloaded file of all temperatures recorded related to a specific load, a fee of \$85 will apply per request.</p>
	<p style="text-align: center;">THIS SPACE LEFT BLANK INTENTIONALLY</p>

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ITEM

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

1000

<u>ABBREVIATION</u>	<u>EXPLANATION</u>	<u>ABBREVIATION</u>	<u>EXPLANATION</u>
AL.....	Alabama	NE.....	Nebraska
AZ.....	Arizona	NV.....	Nevada
AR.....	Arkansas	NH.....	New Hampshire
CA.....	California	NJ.....	New Jersey
CO.....	Colorado	NM.....	New Mexico
CT.....	Connecticut	NY.....	New York
Co.....	County	NC.....	North Carolina
DE.....	Delaware	ND.....	North Dakota
DC.....	District of Columbia	OH.....	Ohio
FL.....	Florida	OK.....	Oklahoma
GA.....	Georgia	OR.....	Oregon
ID.....	Idaho	PA.....	Pennsylvania
IL.....	Illinois	RI.....	Rhode Island
Inc.....	Incorporated	SC.....	South Carolina
IN.....	Indiana	SD.....	South Dakota
IA.....	Iowa	St.....	Saint
KS.....	Kansas	T.L. or TL.....	Truckload
KY.....	Kentucky	TN.....	Tennessee
LA.....	Louisiana	TX.....	Texas
L.T.L OR LTL.....	Less-than-truckload	UT.....	Utah
Lb. or Lbs.....	Pound or Pounds	VA.....	Virginia
MA.....	Massachusetts	Viz.....	Namely
ME.....	Maine	VT.....	Vermont
MD.....	Maryland	WA.....	Washington
MI.....	Michigan	Wt.....	Weight
Min.....	Minimum	WV.....	West Virginia
MN.....	Minnesota	WI.....	Wisconsin
MS.....	Mississippi	WY.....	Wyoming
MO.....	Missouri	&.....	and
MT.....	Montana		
N.O.I.....	Not otherwise indexed herein		
No. or Nos.....	Number or Numbers		

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