

BECKER TRUCKING, INC.

SCAC CODE BCKT
MC 136679

RULES TARIFF No. 100

NAMING

RATES, RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,
(Except Household Goods)

BETWEEN POINTS IN	AND POINTS IN
THE UNITED STATES and CANADA	THE UNITED STATES and CANADA

This Rules Tariff shall govern the carrier's Bill of Lading unless specifically overridden in a contract signed by the carrier.

This Tariff Cancels and Replaces ALL of the Carrier's Earlier Dated Rules of Operation.

For Reference to Governing Publications, Refer to Item 100.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED: July 18, 2005

EFFECTIVE: July 18, 2005

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

RULES TARIFF No. 100

BECKER TRUCKING, INC.

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For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

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For explanation of abbreviations and reference marks not explained on this page, see last page.			
ISSUED BY: Rolan Becker, President 6350 S. 143rd Street Seattle, WA 98168			

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For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
 Rolan Becker, President
 6350 S. 143rd Street
 Seattle, WA 98168

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CHECK SHEET

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an Original Page.

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EFFECTIVE SUPPLEMENTS

NONE

▲ NOTE: The only change effective today, 1/16/09, is to insert the issue and effective date on all original pages which contained the following symbols:

- ⊗ which represents the "Same **Issued Date** as Original Title Page"
- ⊗ which represents the "Same **Effective Date** as Original Title Page"

Those symbols have now been deleted from the tariff.

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**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

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SECTION 1

RULES

ITEM

GOVERNING PUBLICATIONS

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.

This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, STB NMF 100 series, supplements thereto and subsequent re-issues thereof.

100

FUEL SURCHARGE

The following table lists the fuel surcharge to be applied given the applicable West Coast On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.

105

When the fuel price is at least...	then apply the surcharge below:		When the fuel price is at least...	then apply the surcharge below.	
	LTL (less than 10,000 lbs)	TL (10,000 lbs or more)		LTL (less than 10,000 lbs)	TL (10,000 lbs or more)
\$ 2.00	9.5 %	14.75%	\$ 3.60	25.5 %	38.75%
\$ 2.05	10.0 %	15.50%	\$ 3.65	26.0 %	39.50%
\$ 2.10	10.5 %	16.25%	\$ 3.70	26.5 %	40.25%
\$ 2.15	11.0 %	17.00%	\$ 3.75	27.0 %	41.00%
\$ 2.20	11.5 %	17.75%	\$ 3.80	27.5 %	41.75%
\$ 2.25	12.0 %	18.50%	\$ 3.85	28.0 %	42.50%
\$ 2.30	12.5 %	19.25%	\$ 3.90	28.5 %	43.25%
\$ 2.35	13.0 %	20.00%	\$ 3.95	29.0 %	44.00%
\$ 2.40	13.5 %	20.75%	\$ 4.00	29.5 %	44.75%
\$ 2.45	14.0 %	21.50%	\$ 4.05	30.0 %	45.50%
\$ 2.50	14.5 %	22.25%	\$ 4.10	30.5 %	46.25%
\$ 2.55	15.0 %	23.00%	\$ 4.15	31.0 %	47.00%
\$ 2.60	15.5 %	23.75%	\$ 4.20	31.5 %	47.75%
\$ 2.65	16.0 %	24.50%	\$ 4.25	32.0 %	48.50%
\$ 2.70	16.5 %	25.25%	\$ 4.30	32.5 %	49.25%
\$ 2.75	17.0 %	26.00%	\$ 4.35	33.0 %	50.00%
\$ 2.80	17.5 %	26.75%	\$ 4.40	33.5 %	50.75%
\$ 2.85	18.0 %	27.50%	\$ 4.45	34.0 %	51.50%
\$ 2.90	18.5 %	28.25%	\$ 4.50	34.5 %	52.25%
\$ 2.95	19.0 %	29.00%	\$ 4.55	35.0 %	53.00%
\$ 3.00	19.5 %	29.75%	\$ 4.60	35.5 %	53.75%
\$ 3.05	20.0 %	30.50%	\$ 4.65	36.0 %	54.50%
\$ 3.10	20.5 %	31.25%	\$ 4.70	36.5 %	55.25%
\$ 3.15	21.0 %	32.00%	\$ 4.75	37.0 %	56.00%
\$ 3.20	21.5 %	32.75%	\$ 4.80	37.5 %	56.75%
\$ 3.25	22.0 %	33.50%	\$ 4.85	38.0 %	57.50%
\$ 3.30	22.5 %	34.25%	\$ 4.90	38.5 %	58.25%
\$ 3.35	23.0 %	35.00%	\$ 4.95	39.0 %	59.00%
\$ 3.40	23.5 %	35.75%	\$ 5.00	39.5 %	59.75%
\$ 3.45	24.0 %	36.50%	\$ 5.05 and over	Add 0.5% for each 5 cent increment	Add 0.75% for each 5 cent increment
\$ 3.50	24.5 %	37.25%			
\$ 3.55	25.0 %	38.00%			

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. In the event the fuel price goes below \$2.00 per gallon, the surcharge will be removed for that period. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment.

The DOE fuel price information is available 24 hrs at 202-586-6966 or on the internet at www.pitb.com

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

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SECTION 1

RULES

ITEM

DEFINITIONS

110

- (1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (2) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefor.
- (3) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (4) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (5) The term "Regular Working Day" shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (6) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (7) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (8) The term "Legal Holiday" as used herein is defined as:
 - ☞ New Years Day – Jan. 1
 - ☞ Easter Sunday (March 22 <> April 25)
 - ☞ Memorial Day – The last Mon. in May
 - ☞ Independence Day – July 4
 - ☞ Labor Day – The 1st Mon. in Sept.
 - ☞ Thanksgiving Day – The 4th Thurs. in Nov.
 - ☞ Day after Thanksgiving Day
 - ☞ Christmas Eve – Dec. 24
 - ☞ Christmas Day – Dec. 25

☞ When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.

Accessorial services performed on holidays are at **150%** of the charges named herein. See Index for Item which treats shipments on Saturdays, Sundays or Holidays.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

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SECTION 1

RULES

ITEM

APPLICATION of TARIFF

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the operating rights as set forth below:

INTERSTATE MC 136679

COMMON CARRIER of Property, (Except Household Goods) in Interstate or Foreign Commerce

120

APPLICATION of RATES, GENERAL

Except as otherwise specifically provided, rates referencing this Tariff:

- 1: Are named in cents per unit specified, except for minimum charges;
- 2: Include one pickup and/or delivery for each shipment;
- 3: Do NOT include loading into NOR unloading from carrier's equipment.;
- 4: Are for truck and driver ONLY;
- 5: Are named and payable in lawful money of the United States;
- 6: Do NOT include the return of pallets or dunnage;
- 7: Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;
- 8: Do NOT include traveling over unpaved roads;
- 9: Are for shipments with maximum dimensions of:
 - A: 14 feet in height from the ground to the top of the load;
 - B: 60 feet in length;
 - C: 8 feet 6 inches in width.
- 10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Index for Item(s) for service on same.)

140

ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES

The carrier will not absorb Port or Rail Head or Yard charges of any sort or other accessorial charges or labor costs. **When not addressed elsewhere** in this publication, **110%** of any such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available. Such charges include but are not limited to:

- 1: Port or rail head charges;
- 2: Bridge, ferry, road, tunnel and turnpike tolls or charges
- 3: Transceiver "Fax" fees or electronic mail access fees.

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ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.

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SECTION 1

RULES

ITEM

BACKHAULS

180

Subject to the following conditions and other rules and regulations of this Tariff, when a shipper tenders a return shipment in conjunction with an outbound shipment for loading in equipment suitable to both shipments, the rate on the return shipment shall be computed at **75% of the applicable outbound rate**. Rates apply ONLY: When an outbound shipment is combined with a return shipment for which rates on each segment are provided; Subject to availability of equipment; and Subject to the conditions of Notes 1 to 4.

NOTE 1: Backhaul rates apply ONLY when the return shipment is from a point within a 50 air mile radius of the initial shipment's point of destination back to a point within a 50 air miles radius of the initial shipment's point of origin.

NOTE 2: Shipments moving under the provisions of this Item are subject to the minimum weights specified for each individual rate.

NOTE 3: Bills of Lading must bear the notation, "This shipment to move under the provisions of Item 180 of carrier's Rules Tariff No. 100."

NOTE 4: The return shipment must be available for loading within one (1) hour from the time the carrier tenders its equipment to the consignor of the return shipment. Delays in excess of one (1) hour allowable time will be charged for as provided in Item 520. The provisions of which Item will be assessed entirely to the return shipment.

BILL of LADING, GENERAL

200

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to 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.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.

Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

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SECTION 1

RULES

ITEM

CANCELING ORIGINAL and REVISED PAGES, METHOD of

When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).

Except where a 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.

Examples: "First Revised Page 1" will have the effect of canceling Original Page 1; "4th Revised Page 2" will have the effect of canceling 3rd Revised Page 2 and also 2nd Revised Page 2 as well as any earlier version of Page 2.

EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.

220

CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT

The minimum weight specified applies in connection with each vehicle used to transport the shipment.

That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which can not be loaded into said vehicle will be charged for as a separate shipment.

240

CHASSIS – OBTAINING of

When carrier is requested to obtain a chassis or a container unit at a place other than the location of the container unit, a charge of **\$35.00** will be assessed for each such chassis obtained. Such charge will be in addition to all other applicable charges and will be assessed against the consignor. The provisions of this Item do NOT obligate the carrier to obtain chassis, if such chassis are not available.

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For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

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SECTION 1

RULES

ITEM

CLAIMS and OVERCHARGES

280

As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows:

- 1: Such claims must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.
- 2: Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.
- 3: Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.
- 4: Suits for overcharges shall be instituted against any carrier no later than **18 months** from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- 5: Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than **18 months** from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid.
- 6: Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid.
- 7: Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business.
- 8: All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business.

This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer to Section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

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SECTION 1

RULES

ITEM

C. O. D. (Collect on Delivery) FEE

- 1: Collect on Delivery "COD" shipments will be accepted subject to a charge of **3.0% of the COD amount** collected, subject to a minimum charge of **\$25.00** per freight bill. Charges for collecting and remitting COD amounts will be assessed the party paying the freight charges.
- 2: The letters "C.O.D." must be stamped, typed or written on all bills of lading and shipping orders in **RED letters at least 1 inch in height and ¼ inch thickness of stroke**. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.
- 3: Unless the phrase "CASH ONLY" appears in on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.'s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.

300

COLLECTION & PAYMENT of CHARGES

- 1: All payments due hereunder shall be made within 30 calendar days of the date of invoice. An account will be considered delinquent if payment has not been received within **30 days** from the date on the carrier's invoice, or within a time period agreed to by the parties in writing. Late payments shall be subject to a charge of 1.5% per month added to all outstanding amounts when either of the following conditions occur:
 - (A) When carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection; or,
 - (B) When carrier has advised debtor, in writing, of intent to apply the late fee of 1.5% per month.

In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier for less than the non-discounted charges due from Becker 500 class rates in effect on the date of shipment, shall be discontinued and no longer apply.
- 2: All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of **\$45.00** per check so rejected.
- 3: The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the 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.
- 4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and **regardless of whether legal proceedings are instituted**. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- 5: This shall be applied **ONLY** to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.

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For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.	
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RULES	ITEM
<u>COLON, EXPLANATION and USE of</u>	
Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.	340
<u>CUBIC CAPACITY AND DENSITY</u>	
Shipments which occupy 750 cubic feet or more, having a density of 5 lbs. Per cubic foot or less, shall be rated at Class 200 less any negotiated discounts. Provisions of this item apply in lieu of any negotiated FAK's, unless FAK is established at a class higher than 200.	360
<u>CUSTOMS BOND SHIPMENTS</u>	
1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of \$25.00 per shipment will be assessed.	380 ◆
2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.	
3: When carrier is required to remanifest an IN-BOND shipment, a fee of \$50.00 per shipment will be assessed.	
<u>CUSTOMS HANDLING "PARS" FEE</u>	
Carrier will assess a \$25.00 charge per shipment for handling U.S. Customs "PARS".	400 ◆
<u>DEADHEAD MILEAGE CHARGE</u>	
When vehicles are not available in the immediate vicinity of the point of origin of a shipment, when requested by the shipper or consignee, carrier will move the nearest available equipment meeting the shipment's requirements to the point of origin. Mileage between the location of the available equipment at time of dispatch and the shipment's point of origin will be charged for at \$1.50 per mile . This "Deadhead Mileage Charge" will be in addition to all other applicable rates and charges.	420
Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.	
<u>DELIVERY at DESTINATION WITHOUT RECEIPT</u>	
When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.	440
For explanation of abbreviations and reference marks not explained on this page, see last page.	
ISSUED BY: Rolan Becker, President 6350 S. 143 rd Street Seattle, WA 98168	

BECKER TRUCKING, INC.

ISSUED: Nov. 1, 2005

■ 1st Revised Page

Correction No. 4

EFFECTIVE: Nov. 1, 2005

SECTION 1

RULES

ITEM

DELIVERY SERVICE – AFTER BUSINESS HOURS

- 1: When delivery is required between the hours of 8:00 P.M. and 6:00 A.M., the following charges will apply:
- A. Minimum charge of \$50.00 per shipment;
 - B. Hourly charge of not less than \$ 75.00 per hour;
 - C. Absolute Minimum Charge of \$ 200.00 per trailer, per delivery.
- 2: When more than one shipment is included in the delivery to the same consignee on the same trailer, the total charges due will be prorated to all shipments on the percentage that the weight of each shipment bears to the total weight delivered.
- 3: These charges will be assessed against the payor of freight charges unless payment has been guaranteed to the satisfaction of the carrier by consignor, consignee or a third party.

460

DELIVERY SERVICE – TO FAIRS or TRAVELING SHOWS

A charge of \$ 85.00 per shipment, or vehicle if more that one vehicle is needed to deliver shipment, in addition to all other applicable charges, will be assessed against the party responsible for payment of the line haul charges on shipments to the facilities of fairs or traveling shows. All shipments consigned to facilities of fairs or traveling shows must move Prepaid.

480

DETENTION WITHOUT POWER UNITS

- 1: All charges incurred due to the detention of chassis containers will be billed against the shipment.
- 2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at \$40.00 per each day of 24 hours or fraction thereof.

500

DETENTION – WITH POWER, FERRY CHARGES

Carrier's line haul charges for each shipment include a reasonable amount of time to accomplish pickup and/or delivery at origin or destination during normal business hours. When pickup and/or delivery takes longer than the standard free time, extra charges will apply.

520

CHARGES

When loading or unloading is delayed, the charge per vehicle of each 15 minutes, or fraction thereof, beyond free time, will be \$ 20.00, subject to a Minimum Charge of \$30.00.

These charges shall be assessed against the shipper for loading, and against the consignee for unloading, regardless of whether line haul charges are prepaid or collect.

CUSTOMS DELAYS

While crossing international borders, when carrier is delayed for more than one (1) hour, resulting from waiting in line, clearing customs or working with brokers for customs clearance, carrier will charge \$ 20.00 per one-quarter (¼) hour or fraction thereof.

FERRY CHARGES

Shipments originating from or destined to the island zips of 98222, 98243, 98245, 98250, 98261, 98262, 98279, 98280, 98281, 98286, and 98297 shall be subject to a Ferry Up-Charge of 5% of the net line haul charges.

(Continued on next page)

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:

Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.

ISSUED: Oct. 15, 2008

2nd Rev. Page

Correction No. 31

EFFECTIVE: Oct. 15, 2008

SECTION 1

RULES

ITEM

DETENTION – WITH POWER, FERRY CHARGES (Concluded)

FREE TIME (per vehicle)

**520
Conc.**

Actual Weight (in pounds)	Free Time (in minutes)
Less than 1,000	15
1000 thru 4,999	30
5,000 thru 9,999	40
10,000 or more	60

GENERAL PROVISIONS

- 1: When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading has begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.
- 2: Computation of time begins upon notification by the driver to the responsible representative of the shipper or consignee of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed Bill of Lading or delivery receipt.
- 3: When loading or unloading is interrupted for a normal meal period, meal time (not to exceed one hour) will be excluded from computation of time.
- 4: When Carrier is permitted to work before or after the normal business day, such working time shall also be included.
- 5: When shipper tenders or consignee receives more than one shipment at one time, the combined weight will be used to determine free time.
- 6: When, for their sole convenience, the shipper or consignee requests that the carrier hold a driver and truck unit overnight for loading or unloading the following day at a location that precludes the driver's return to his terminal that evening, the party requesting said service will pay a driver subsistence charge in the amount of **\$ 75.00**.
- 7: The provisions and charges for detention of vehicle with power units will also apply to equipment owned by steamship lines, railroads or third party leasing companies.
- 8: Charges will be divided/allocated per shipment based upon the weight of each shipment as a percentage of the total weight at the stop.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: Oct. 15, 2008 2nd Rev. Page Correction No. 32 EFFECTIVE: Oct. 15, 2008

SECTION 1

RULES

ITEM

DISCOUNT

When pricing has not been established via transportation agreement, pricing agreement, or rate quote, shipment will receive an automatic 72% discount off normal applicable class rates using the current level of Becker 500 base rates and be subject to the current level of Becker 100 Rules and additional charges.

540
▲

EMERGENCY TRIP

When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall compute charges on the following basis, if such computation creates a greater charge than that otherwise provided, (Subject to Notes 1 and 2):

560

① NET CARRYING CAPACITY OF VEHICLE		② CHARGE PER ONE WAY MILE	③ HOURLY CHARGE FOR OTHER SERVICES
WEIGHT OVER	WEIGHT NOT OVER		
0 Pounds	5,000 Pounds	\$ 2.60	\$ 80.00
5,000 Pounds	10,000 Pounds	\$ 2.70	
10,000 Pounds	15,000 Pounds	\$ 2.80	
15,000 Pounds	20,000 Pounds	\$ 3.00	
20,000 Pounds	—	\$ 3.40	

NOTE 1: The basis of charges provided in this Item shall apply ONLY when this service is requested by the shipper or consignee in writing. The bill of lading and freight bill must be marked or stamped and signed by the shipper:

“EMERGENCY TRIP AGREED TO BY: _____ SHIPPER”

NOTE 2: Rates in this Item are subject to a minimum charge of \$275.00.

- ① The net carrying capacity of a vehicle is the gross legal weight less the tare weight (unladen weight) of the vehicle.
- ② Charge is for line haul ONLY, including driver, and does NOT include other services.
- ③ The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the “per hour” charges named above. Extra labor shall be charged for as provided in Item 660. Time shall be recorded to the nearest unit of 6 minutes (1/10 hour).

EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper’s place of business or unloading at consignee’s place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..

580

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: July 18, 2005

Original Page

Correction No. 0

EFFECTIVE: July 18, 2005

SECTION 1

RULES

ITEM

EXCLUSIVE USE of VEHICLE

600

When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item will be billed at the applicable maximum legal carrying capacity of the vehicle for which the request is made or which is required to transport the shipment, whichever is greater.

"EXCLUSIVE USE OF VEHICLE REQUESTED BY _____ SHIPPER"

EXHIBITION SITES PICKUP OR DELIVERY

620

Shipments originating at or destined to exhibition sites will be subject to an additional charge of \$ 6.40 per cwt., subject to a \$ 64.00 Minimum Charge per shipment.

EMPTY MILEAGE at REMOTE DESTINATIONS

640

When shipments are to be delivered to remote destinations, such as construction sites, hydroelectric or other power generating facilities, logging camps, mines, or other remote points where backhauls are not available, mileage between the destination point and the carrier's nearest terminal or the truck unit's next point of origin (whichever is nearer) will be charged for at **\$1.50 per mile**. This "Empty Mileage Charge" will be in addition to all other applicable rates and charges.

Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: July 18, 2005 **Original Page** **Correction No. 0** **EFFECTIVE: July 18, 2005**

SECTION 1

RULES

ITEM

EXTRA LABOR

Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item.

660

At each location where extra labor is used, the charge therefor will be as follows:

DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN
Monday through Friday (Except Legal Holidays) 8:00 A.M. through 5:00 P.M.	\$ 48 00	1 Hour
Monday through Friday (Except Legal Holidays) 5:00 P.M. through 8:00 A.M.	\$ 60.00	1 Hour
Saturday or Sunday	\$ 80.00	4 Hours
Legal Holidays (As defined in Item 110)	\$ 80.00	4 Hours

Time shall be computed from the time the extra labor leaves the terminal, and shall continue until returned to terminal. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.

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.

EXTRA DRIVERS in SLEEPER CAB SERVICE

When at the request of the shipper or the consignee, the carrier furnishes an extra driver to make up a sleeper team, such extra driver will be provided at an additional charge of **thirty (30¢) cents per mile**, in addition to all other applicable rates and charges.

680

FLAT-BED PICK-UP or DELIVERY

Carrier will assess a Flat-Bed fee of \$ 125.00 per pick-up or delivery. Charge will apply in addition to all other applicable charge and will apply to the party requesting the flat-bed.

700

FRACTIONS and ROUNDING

- 1: Fractions of mileages will be rounded up to the next whole mile; weights to the next whole pound.
- 2: A fraction of a 15 minute period will be increased to the next whole 15 minute period.
- 3: Fractions of less than one-half (½) cent will be dropped ; fractions of one-half (½) cent or greater will be increased to the next whole cent.

720

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: December 11, 2007

1st Revised Page

Correction No. 19

EFFECTIVE: December 11, 2007

SECTION 1

RULES

ITEM

HAZARDOUS MATERIALS FEE

Carrier will assess a \$ 10.00 per shipment fee for handling Hazard Materials.

740

HOURLY CHARGE

Shipments rated at an hourly rate will be billed at \$ 80.00 per man hour for truck and driver.

760

▲Customer understands that Carrier's drivers supplied by Carrier are the result of substantial expense on the part of Carrier for advertising, screening, testing and training of its drivers. Therefore, in partial consideration for this service, Customer agrees that if any Carrier driver is employed by Customer, its associates, affiliates, or subsidiaries as an employee or independent contractor to Customer during a temporary assignment within one (1) year after the last assignment, Customer agrees to pay Carrier an amount equal to Carrier 's placement fee of \$ 7,000.00.

IMPRACTICABLE OPERATIONS

Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.

780

In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.

Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.

INACTIVITY

Carrier reserves the right to cancel negotiated pricing programs due to the lack of shipment activity over a ninety (90) consecutive day period.

800

INSIDE DELIVERY

Carrier will assess an Inside Delivery Fee of \$ 2.00 per cwt., subject to a \$ 20.00 minimum charge and a \$ 325.00 maximum charge per shipment. This applies when Carrier delivers a shipment or portions of a shipment to positions that are located 30 feet or more from the delivery door or to any floor above or below the receiving area.

820

INTERNATIONAL BORDER CROSSINGS UNDER DISTANCE RATES

On shipments moving exclusively under distance rates, an additional charge of **seven (7) cents per 100 pounds** will be added to rates for the movement of cargo across international borders.

840

LICENSES – TEMPORARY HIGHWAY

When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$25.00 for each license obtained will apply, in addition to the cost of the license and all other applicable charges.

860

LIFTGATE PICK-UP OR DELIVERY

When customer requests liftgate service, a fee of \$ 2.00 per cwt., subject to a \$ 25.00 minimum charge and \$ 125.00 maximum charge will apply. Should a liftgate be required at a residential pick-up or delivery, the charge will be \$ 5.50 per cwt., subject to a \$ 50.00 Minimum Charge and \$ 450.00 Maximum Charge.

880

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.

ISSUED: December 11, 2007

■ 1st Revised Page

Correction No. 20

EFFECTIVE: December 11, 2007

SECTION 1

RULES

ITEM

LIMITED, DELAYED OR DIFFICULT ACCESS PICK-UP OR DELIVERY

Shipments picked up at or delivered to locations with limited, delayed, or difficult access (city zones requiring specific or special equipment, customers with unique access, camps, construction sites, churches, country clubs, estates, farms, jails, mini-storage units, schools, universities, government sites) shall be subject to an additional charge of \$25.00.

900

LINEAL FOOT MINIMUM CHARGE

Carrier shall endeavor to furnish the most suitable equipment available. The shipper will have the option to refuse equipment offered, but once loading has begun, provisions of this item will apply.

1000

1. SINGLE TRAILER OF 28 FEET IN LENGTH OR LESS

When shipment occupies 22 or more feet of linear trailer space, the minimum charge for that quantity loaded will be \$ 225.00 plus \$ 1.60 per mile, subject to the following proportioning:

- A. 22 ft. but less than 25 ft. = 80% of charge
- B. 25 ft. but less than 28 ft. = 100% of charge

Any portion of the shipment that must be loaded on an additional trailer (not loaded to capacity) shall be rated as a separate shipment at the actual weight thereof subject to all applicable pricing/discount provisions.

2. SINGLE TRAILER OF MORE THAN 28 FEET IN LENGTH, BUT LESS THAN 54 FEET IN LENGTH

When shipment occupies more than 28 feet of linear trailer space the minimum charge for that quantity loaded will be \$ 255.00 plus \$ 3.00 per mile, subject to the following proportioning:

- A. 32 ft. but less than 42 ft. = 80% of charge
- B. 42 ft. but less than 54 ft. = 100% of charge

Any portion of the shipment that must be loaded on an additional trailer (not loaded to capacity) shall be rated as a separate shipment at the actual weight thereof subject to all applicable pricing/discount provisions.

LONG FREIGHT

Shipments of long freight will be assessed an additional charge of \$50.00 per 100 miles, subject to a \$ 100.00 Minimum Charge and \$1,000.00 Maximum Charge. Long freight is defined as a piece of freight that exceeds 27 feet in length.

1020

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:

Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.	
ISSUED: July 18, 2005	EFFECTIVE: July 18, 2005
Original Page	Correction No. 0
SECTION 1	
RULES	ITEM
<u>LTL SHIPMENTS MOVING UNDER a FLAT MINIMUM CHARGE</u>	
When the carrier is able to move a small Less Than Truckload "LTL" shipment of less than 2,000 pounds weight in conjunction with other shipments not moving under the rate in this Item, and when the additional distance required to complete delivery of the said small LTL shipment does not increase the miles traversed to complete delivery of the other shipment by more than five (5%) percent; carrier shall transport the small LTL shipment of less than 2,000 pounds weight at a flat minimum charge rate of \$85.00 .	1060
<u>MARKING or TAGGING</u>	
If shipper or consignee requests that Carrier mark and/or tag freight, there will be a charge of \$ 1.50 per package, subject to a \$ 20.00 Minimum Charge per shipment.	1080
<u>MAXIMUM CHARGE</u>	
In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.	1100
<u>MINIMUM CHARGE – HOUSEHOLD GOODS & PERSONAL EFFECTS</u>	
The Minimum Charge for an LTL shipment of Household Goods or Personal effects, other than Military Personal effects moving on Government Bills of Lading, as described in NMF 100 Items 100200 and 100262, will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination. Shipments containing household good or personal effects will only be accepted for transportation when the freight charges are prepaid and the goods are released to a value not to exceed \$.10 per pound. If a shipment containing household goods or personal effects is inadvertently accepted without the released value being notated on the Bill of Lading or shipping order, it will be considered as being released to a value of \$.10 per pound..	1120
<u>MIXED SHIPMENTS</u>	
Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.	1140
<u>NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT</u>	
When a shipper's bill of lading requests/requires Carrier to notify or make an appointment with consignee prior to delivery, or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge of \$ 10.00 per shipment will apply and be billed to the party responsible for the linehaul charges on the bill.	1160
For explanation of abbreviations and reference marks not explained on this page, see last page.	
ISSUED BY: Rolan Becker, President 6350 S. 143rd Street Seattle, WA 98168	

BECKER TRUCKING, INC.

ISSUED: July 18, 2005 **Original Page** **Correction No. 0** **EFFECTIVE: July 18, 2005**

SECTION 1

RULES

ITEM

OVER DIMENSION FREIGHT

- 1: **OVERHEIGHT CHARGES:**
Any shipment which is more than 14 feet in height from the ground to the top of the load, when loaded on carrier's equipment, will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 14 feet.
- 2: **OVERLENGTH CHARGES:**
Any shipment which is more than 60 feet in length will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 60 feet.
- 3: **OVERWIDTH CHARGES:**
Any shipment which is more than 8 feet 6 inches in width will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 8 feet 6 inches.

1180

NOTE Charges contained herein are additive. A shipment may be subject to Overheight, Overlength, and Overwidth Charges.

PAYMENT of FREIGHT CHARGES

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, 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.

See Item 320 of this Tariff, Collection and Payment of Charges, for additional applicable conditions.

1200

PERMITS, SPECIAL

When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus **\$30.00** for the account of the shipper or consignee.

1220

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.	
ISSUED: July 18, 2005	EFFECTIVE: July 18, 2005
Original Page	Correction No. 0
SECTION 1	
RULES	ITEM
<u>PICKUP or DELIVERY ABOVE or BELOW the ENTRY FLOOR</u>	
<p>For pickup or delivery made above or below the entry floor, add \$2.60 per carry for each flight. One "Flight" shall be defined as either:</p> <p>A: One inside movement from one complete floor to the next floor or story; or</p> <p>B: One elevator trip.</p>	1240
<u>PILOT or FLAG CAR SERVICE</u>	
<p>When the use of a pilot or flag car(s) is required in the transportation of a shipment, such car(s) and driver(s) shall be furnished by the shipper or consignee, except that, if requested by the shipper or consignee, carrier will arrange for such pilot or flag car(s) and will advance the cost to the carrier for such service, plus \$15.00 for the account of the shipper or consignee.</p>	1260
<u>PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED</u>	
<p>Unless otherwise provided, the following property will not be accepted for shipment:</p> <p>A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured there from. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.</p> <p>B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.</p> <p>C: Livestock and household pets will NOT be accepted for transportation.</p> <p>Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.</p>	1280
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
<p>ISSUED BY: Rolan Becker, President 6350 S. 143rd Street Seattle, WA 98168</p>	

BECKER TRUCKING, INC.

ISSUED: July 18, 2005 **Original Page** **Correction No. 0** **EFFECTIVE: July 18, 2005**

SECTION 1

RULES

ITEM

PROOF of DELIVERY

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of **\$10.00** per Proof of Delivery "POD" request.

1300

PROTECTION from HEAT or COLD

Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection **ONLY** when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts **NO LIABILITY** for such commodities when they are inadvertently accepted without such agreement.

1320

RECONSIGNMENT / DIVERSION

If outside the original delivery terminal service area, the tariff or contract rate from origin to reconsignment point plus the tariff or contract rate from reconsignment point to ultimate destination will apply. If within original terminal delivery area **prior** to tender of delivery, a fee of \$ 25.00 will be assessed. If within original terminal delivery area **after** tender of delivery, a charge of \$ 3.00 per cwt. , subject to a \$ 65.00 Minimum Charge will apply. A change in consignee, but not place of delivery, will warrant a \$15.00 charge, as long as delivery was not attempted.

1340

REDELIVERY

Redelivered shipments will be assessed an additional charge of \$ 3.00 per cwt., subject to a \$ 30.00 Minimum Charge and \$ 300.00 Maximum Charge. A redelivery charge will only be assessed when Carrier has followed all shipper directions and has attempted physical delivery.

1360

REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.

Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.

When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.

1380

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: June 22, 2007

1st Revised Page

Correction No. 15

EFFECTIVE: June 22, 2007

SECTION 1

RULES

ITEM

RELEASED VALUE - GENERAL

1400

- (1) All shipments moving via Carrier in single line service are subject to a maximum released value of \$.50 per lb. and a maximum of \$10,000 per truckload, unless otherwise provided with a lower released value in the NMFC. Shippers declaring valuation in excess of \$.50 per lb. will be assessed line haul charges of 2% of the declared value in addition to regular charges.
 - (2) The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article, and not to the shipment as a whole. In case of loss or damage to a portion of a shipment the amount recoverable will be the released value multiplied by the gross weight of the article or package, but not more than the actual loss or damage.
 - (3) Released valuations in excess of \$.50 per pound must be specifically and prominently shown on shipping documents and either the term "Released value not exceeding" or the abbreviation "RVNX" may be used, followed by the total released value or released value per pound, in dollars and cents, together with the actual weight applicable to such released valuations.
- NOTE A The term "line-haul charges" as used herein means the applicable charge for the over-the-road transportation named in governed tariffs or contracts (including any applicable minimum charge). The term "line-haul charge" does not include any other accessorial charges named in this publication or in tariffs or contracts governed hereby.
- (Exception) Shipments of Auto Parts described in Items 18060-18300, 18650-18680 NMFC and Windshields as described in Items 20100, 26325 and 131825 NMFC are subject to a released valuation of 10¢ per pound.

§CARRIER LIABILITY

- (1) Becker Trucking shall not be liable in any event for any special, incidental, or consequential damages, including, but not limited to, loss of profits, income, interest, utility, or loss or market, whether or not Becker Trucking had knowledge that such damage might be incurred.
- (2) Due to the inherent nature of the transportation business, Becker Trucking does not guarantee pick up, transportation, or delivery by a special date or a special time, and shall not be liable for the consequences of failure to do so.

RELEASED VALUE – MISCELLANEOUS

1420

Art and Plasma Televisions will move at a released value not to exceed \$.10 per pound.

The following commodities will move at a released value not to exceed \$.50 per pound:

Used Agricultural Implements or Parts Used Electrical Equipment or Parts
 Used Machinery or Parts

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
 Rolan Becker, President
 6350 S. 143rd Street
 Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: June 22, 2007

■ 1st Revised Page

Correction No. 16

EFFECTIVE: June 22, 2007

SECTION 1

RULES

ITEM

RESIDENTIAL LIFTGATE

For use of liftgate at a residential address, Carrier will charge \$ 3.00 per cwt., subject to a \$ 30.00 Minimum Charge and \$ 450.00 Maximum Charge.

1440

RESIDENTIAL PICK-UP or DELIVERY

For Residential Pick-up or Delivery service, Carrier will charge \$ 3.50 per cwt., subject to a \$ 25.00 Minimum Charge and \$ 525.00 Maximum Charge.

1460

RETURN FREIGHT

For negotiated return pricing to apply, the original Carrier pro number which the freight originally moved under must be referenced.

1480

SATURDAY, SUNDAY OR HOLIDAY PICK-UP or DELIVERY

For weekend or Holiday Pick-Up service, Carrier will charge \$ 2.00 per cwt., subject to a \$ 320.00 Minimum Charge and \$ 500.00 Maximum Charge. Carrier is closed on Saturdays and Sundays. All holiday pick-ups or deliveries must be pre-arranged.

1500

SHIPPER'S LOAD and COUNT – SL&C

When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.

1520

When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:

Rolan Becker, President

6350 S. 143rd Street

Seattle, WA 98168

BECKER TRUCKING, INC.

ISSUED: March 28, 2007

■ **1st Revised Page**

Correction No. 9

EFFECTIVE: March 28, 2007

SECTION 1

RULES

ITEM

SORTING & SEGREGATING

1540

For sorting & segregating service, Carrier will charge \$ 1.50 per cwt., subject to a \$ 20.00 Minimum Charge. This charge applies only when physical sorting or segregation of freight is required/requested by the shipper or consignee.

SPOT QUOTES

1580

- 1: Spot Quotes are defined as unique rates offered by Carrier to a shipper for a specific shipment. In order for the Spot Quote rate to be effective, shipper must clearly print the Spot Quote number provided by Carrier on the bill of lading.
- 2: All shipments tendered using a Spot Quote are subject to the Carrier's Rules Tariff 100.
- 3: Carrier's liability for loss or damage to any article(s) or part(s) thereof, for which a Spot Quote determines the charges is limited to \$.50 per pound per individual lost or damaged piece within the shipment.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

ISSUED: March 28, 2007 **1st Revised Page** **Correction No. 10** **EFFECTIVE: March 28, 2007**

SECTION 1

RULES

ITEM

STORAGE

Carrier will store freight at \$ 5.00 per cwt per 24 hrs., subject to a Minimum Charge of \$ 20.00 per day. Storage charges shall commence after three working days of free time.

1620
◆

SUMMARY INVOICES

At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.

1640

TARPING CHARGE

Truckload shipments loaded in open top or flatbed vehicles, moving under rates and provisions referencing this Tariff, will be tarped by this carrier. The following Tarp Charges shall be made for each vehicle so tarped, (See Exception). Load specification will determine the style of tarp used:

1660

TARP STYLE

VEHICLE TARP CHARGE

14 Foot X 28 Foot – "Steel Tarps"

\$ 45.00

26 Foot X 29 Foot – "Machinery / Lumber Tarps"

\$ 60.00

EXCEPTION: When the shipper places a notation on the Bill of Lading, either that the shipper will tarp the shipment or that the shipment does NOT require such protection, this charge will NOT apply.

U.S. BORDER CROSSING FEE

Inbound international shipments destined to U.S. points will be subject to a \$ 30.00 border crossing fee due increased security measures and delay from inspections.

1680
◆

VEHICLES FURNISHED, BUT NOT USED

When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of **\$1.50 per mile**, subject to a **Minimum Charge of \$75.00**.

1700

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.	
ISSUED: July 18, 2005	EFFECTIVE: July 18, 2005
Original Page	Correction No. 0
SECTION 1	
RULES	ITEM
<u>DIMENSIONAL WEIGHT, COMPUTATION of</u>	
<p>Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are state to be assessed on the basis of Cubic Dimensional Weight – CDW, the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.</p> <p>A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.</p> <p>B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of:</p> <p style="text-align: center;">Length (in inches) X Width (in Inches) X Height (in inches) ÷ 194 = CDW</p>	1720
<u>WEIGHT and INSPECTION</u>	
<p>A \$ 10.00 fee will apply to any freight bill requiring an adjustment of freight charges due to an inspection or reweigh resulting from a change in shipment weight.</p>	1740
<u>WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS</u>	
<p>Rates referencing this Tariff are subject to a minimum weight of 714 pounds per lineal foot or fraction thereof of trailer space occupied.</p>	1760
<u>WEIGHT in the CALCULATION of PALLET RATES</u>	
<p>In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit of fraction thereof.</p>	1780
<u>WEIGHTS – GROSS WEIGHTS USED</u>	
<p>Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.</p> <p>When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus \$25.00.</p>	1800
<u>WILL CALL PICK-UP (SATURDAY, SUNDAY, or HOLIDAY)</u>	
<p>Shipments which are will-called (picked up) at a Becker Trucking facility on Saturday, Sunday or Holiday and are pre-arranged will be subject to an additional charge of \$ 100.00.</p>	1820
For explanation of abbreviations and reference marks not explained on this page, see last page.	
ISSUED BY: Rolan Becker, President 6350 S. 143 rd Street Seattle, WA 98168	

BECKER TRUCKING, INC.

ISSUED: July 18, 2005

Original Page

Correction No. 0

EFFECTIVE: July 18, 2005

SECTION 2

ITEM

BILLS of LADING

2100

BILL of LADING CONTRACT TERMS and CONDITIONS:

Sec. 1. (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

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

Sec. 2. Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with **reasonable dispatch**. In the case of physical necessity, the carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.

(b) Claims for loss or damage must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, **PROVIDED**, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to delivery the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the **next business day** following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within **48 hours** of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within **10 days** of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods can not be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

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

(Continued on next page)

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.

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SECTION 2

ITEM

BILLS of LADING

2100

BILL of LADING CONTRACT TERMS and CONDITIONS:- Concluded

Sec 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner’s risk and expense or destroyed without compensation.

Sec. 7. (a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee’s liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier’s bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

Sec. 8. If the carrier’s bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper’s signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of the carrier’s bill of lading as fully as if the same were written on or made in connection with the carrier’s bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the “Carriage of Goods by Sea Act” and any other pertinent laws applicable to water carriers.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168

BECKER TRUCKING, INC.

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FOR FUTURE APPLICATION.**

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Rolan Becker, President
6350 S. 143rd Street
Seattle, WA 98168**

BECKER TRUCKING, INC.

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■ 2nd Revised Page

Correction No. 11

EFFECTIVE: March 28, 2007

SECTION 3

EXPLANATION OF ABBREVIATIONS USED IN TARIFFS

AFB Air Force Base	LBS. Pounds
AKA Also Known As	LCL Less Than Container Load
APOArmy or Air Force Post Office	LTLLess Than Truck Load
Alt. Alternate	M. Thousand Pounds
Bbl(s) Barrel(s)	MAX.Maximum
C. Hundred Pounds	MC#. STB Motor Carrier Number
CDW Cubic Dimensional Weight or Dimensional Weight	MIN.Minimum
Chg(s) Charge(s)	NMFC National Motor Freight Classification, Not Used Herein
C.O.D. Collect on Delivery	NOI Not Otherwise Indicated in This Tariff
Conc. Concluded	NOS Not Otherwise Specified in This Tariff
Cont.Continued	NZ Non Zip Code Point
CWT ... Cents per Hundred-Weight / Cents per 100 Pounds	OAROregon Administrative Rules
D/B/A Doing Business As	ORS Oregon Statute / Law
F.C.C.O.D.Freight Charges Collect on Delivery	POD Proof of Delivery
FF Folded Flat	PUCO Public Utility Commission of Oregon
FPO Fleet (Naval) Post Office	REV. Revision
Gr. Group	RS or LOther Articles Rated Same or Lower
Hwy. Highway	SCAC Standard Carrier Alpha Code
ICC Interstate Commerce Commission	SL&C Shipper's Load and Count
IHInterstate Highway	STB Surface Transportation Board of the US DOT
Incl. Inclusive	TL Truckload
ISH Idaho State Highway	US DOT United States Department Of Transportation
Jct. Junction	Viz. Namely
KD Knocked Down	Vol. Volume
KDF Knocked Down Flat	WT Weight

EXPLANATION OF REFERENCE MARKS USED IN TARIFFS

◆ Reduction	▲ Denotes changes in wording which result in neither increases nor reductions in charges
◆ Increase	● No Increase
§ Addition	■ Page without substantive change.
< Less Than	> Greater Than
<= Less Than or Equal to	>= Greater Than or Equal to

ISSUED BY:
Rolan Becker, President
 6350 S. 143rd Street
 Seattle, WA 98168

BECKER TRUCKING, INC.

ISSUED: March 28, 2007

2nd Revised Page

Correction No. 12

EFFECTIVE: March 28, 2007

SUMMARY TABLE

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
C.O.D. (Collect on Delivery)	3.0% of collection	\$ 25.00	300
Chassis, Obtaining of	\$ 35.00 per chassis	\$ 35.00	260
Customs Bond Shipments	\$ 25.00 per shipment	\$ 25.00	380
Customs Delays	\$ 20.00 per ¼ hour after free time	N/A	520
Detention With Power Unit	\$ 20.0 per ¼ hour after free time	\$ 30.00	520
Detention Without Power Unit	\$ 40.00 per 24 hrs after 24 hrs	\$ 40.00	500
Discount, Minimum	66 %	-	540
Inside Delivery	\$ 2.00 per cwt	\$ 20.00	820
International Border Crossing – Distance Rates	Distance rate plus 7¢ /100 lbs.	-	840
Liftgate Pick-Up or Delivery	\$ 2.00 per cwt	\$ 25.00	880
Long Freight	\$ 50.00 per 100 miles	\$ 100.00	1020
Marking, Tagging, Sorting of Freight	\$ 1.50 per package	\$ 20.00 per shipment	1080
Overnight Driver Subsistence Charge	\$ 75.00 per night	\$ 75.00	520
Permits, Special	Cost plus \$ 30.00 per permit	-	1220
Pickup or Delivery Above or Below Entry Floor	\$ 2.60 per carry per stair flight	\$ 2.60	1240
Pickup or Delivery – Exhibition Sites	\$ 6.40 per cwt	\$ 64.00	620
Pilot or Flag Car	Service plus \$ 15.00	--	1260
Proof of Delivery	\$ 10.00	\$ 10.00	1300
Redelivery	\$ 3.00 per cwt	\$ 30.00	1360
Residential Liftgate	\$ 4.50 per package	\$ 50.00 per shipment	1440
Residential Pick-Up	\$ 3.50 per cwt	\$ 25.00	1460
Saturday, Sunday, or Holiday Service	\$ 2.00 per cwt	\$ 320.00	1500
Pilot or Flag Car Service	Cost plus \$15.00	-	1260
Proof of Delivery after 1 free POD / shipper / month	\$ 10.00 per POD	\$ 10.00	1300
Sorting & Segregation	\$ 1.50 per cwt	\$ 20.00	1540
Storage	\$ 5.00 per cwt per 24 hours after 72 hours	\$ 20.00	1620
U.S. Border Crossing Fee	\$ 30.00	\$ 30.00	1680
Vehicle Furnished, But Not Used	\$ 1.50 per mile	\$ 75.00	1700

EXTRA LABOR DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN	660
Monday – Friday, 8 AM to 5 PM	\$ 48.00	1 Hour	
Monday – Friday, 5 PM to 8 AM	\$ 60.00	1 Hour	
Saturday or Sunday	\$ 80.00	4 Hours	
Legal Holidays, (See Item 110)	\$ 80.00	4 Hours	

☞ This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

ISSUED BY:
 Rolan Becker, President
 6350 S. 143rd Street
 Seattle, WA 98168