

TARIFF NEBT 125-B



Nebraska Transport Co., Inc.

RULES

CHARGES FOR TERMINAL AND SPECIAL SERVICES

EXCEPTIONS TO RULES OR GOVERNING CLASSIFICATION

Exceptions to rules of the National Motor Freight Classification in this document take precedence over those published in the National Motor Freight Classification.

RULES TARIFF

This tariff applies only in connection with Nebraska Transport Co., Inc. public or private tariffs, price sheets, rate disks, contracts; other participating carrier's tariffs or Nebraska Transport Co., Inc. public or private tariffs making reference to the tariffs, price sheets or rate disks of other motor carriers or logistics services for the application of rates where any of which make specific reference to this tariff as NEBT 125 series.

For reference to governing classification and other governing publications see item 100.

ISSUED: February 28, 2007

EFFECTIVE: April 2, 2007

ISSUED BY:
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NEBRASKA TRANSPORT CO., INC.

CHECK SHEET

Title page and page 1 to 33 inclusive, are effective as of the date shown. Original and revised pages as named below contain all changes from original tariff that are in effect on the date hereof.

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For explanation of abbreviations and reference marks, see last page.

Effective: October 3, 2011

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SCOTTSBLUFF, NE 69361

NEBRASKA TRANSPORT CO., INC.

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For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO., INC.

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For explanation of abbreviations and reference marks, see page 27.

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NEBRASKA TRANSPORT CO., INC.**Section 1****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 100****GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following tariffs and by supplements thereto or successive reissues thereof:

PART 1		ISSUING AGENT AND	
KIND OF TARIFF (INTERSTATE ONLY)		TARIFF SERIES	
Classification, governing.....	NMF 100		
Hazardous Materials (Explosives).....	ATA 111		
Mileage Guide.....	HGB 100		
Grouping – Zip Code.....	U. S. Postal Service Zip Code Directory		
PART 2		ISSUING AGENT AND	
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ITEM 115**DEFINITIONS AND EXPLANATIONS OF TERMS****PART 1-****(a) DEFINITION OF BUSINESS HOURS.**

The term "Business Hours" means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc., open for the transaction of business to all concerned.

(b) DEFINITION OF HOLIDAYS.

The term "Holiday" means:

New Years Day

Memorial or Decoration Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Thanksgiving Day and the next day after

Christmas Eve

Christmas Day (December 25)

Plus such additional days as industry wide policy may dictate

When such holiday falls on Saturday, the previous Friday shall be considered as a holiday.

When such holiday falls on Sunday, the following Monday shall be considered as a holiday.

PART 2 - APPLICABLE INTRASTATE ONLY AQ (Exception to Section 6 (d) of NMFC).

(a) An AQ rate or rating is one which is specifically designated AQ in NMFC or in rate tariffs governed by this tariff.

(b) A Less Than Truckload (LTL) rate or rating is one which is applicable to a quantity or freight less than the truckload or volume minimum specified.

(c) A Truckload (TL) or Volume rate or rating is one which is specifically designated truckload or volume or is subject to a truckload or volume minimum weight. Except as otherwise specifically provided, such rates, ratings and minimum weights do not necessarily reflect complete utilization of the full capacity of vehicles, and are not to be construed as affording shipper exclusive use of such partially filled vehicles.

PART 3 - Commercial Zones as defined in Item 120.

For explanation of abbreviations and reference marks, see page 27.

Effective: April 2, 2007

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646
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NEBRASKA TRANSPORT CO., INC.**Section 1****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 117****CANCELLATION OF ITEMS**

Tariff pages and the items shown on those pages will be amended by revision and will have the effect of canceling prior pages.

Example: "1st Revised Page 10" will have the effect of canceling Page 10 in the original publication.

ITEM 120**APPLICATION OF RATES TO AND FROM CERTIFICATED AUTHORITY**

Rates, rules and regulations provided in this tariff shall apply to and from points and territories set out in carrier's operating certificates as hereinafter provided.

The commercial zone of each municipality to which rates are published herein and authorized to be served, with the exceptions indicated in Notes 1 and 2 herein, within which the transportation of property, in interstate or foreign commerce, shall be deemed to consist of:

- (a) The municipality itself, hereinafter called the base municipality;
- (b) All municipalities which are contiguous to the base municipality;
- (c) All other municipalities and all unincorporated areas within the United States which are adjacent to the base municipality as follows.
 - (1) When the base municipality has a population of less than 2,500, all unincorporated areas within 3 miles of its corporate limits and all of any other municipality, any part of which is within 3 miles of the corporate limits of the base municipality.
 - (2) When the base municipality has a population of 2,500, but less than 25,000, all unincorporated areas within 4 miles of its corporate limits and all of any other municipality, any part of which is within 4 miles of the corporate limits of the base municipality.
 - (3) When the base municipality has a population of 25,000 but less than 100,000, all unincorporated areas within 6 miles of its corporate limits and all of any other municipality, any part of which is within 6 miles of the corporate limits of the base municipality, and
 - (4) When the base municipality has a population of 100,000 but less than 200,000, all unincorporated areas within 8 miles of its corporate limits, and all of any other municipality, any part of which is within 8 miles of the corporate limits of the base municipality.
 - (5) When the base municipality has a population of 200,000 but less than 500,000, all unincorporated areas within 10 miles of its corporate limits, and all of any other municipality, any part of which is within 10 miles of the corporate limits of the base municipality.
 - (6) When the base municipality has a population of 500,000, but less than 1 million, all unincorporated areas within 15 miles of its corporate limits, and all of any other municipality, any part of which is within 15 miles of the corporate limits of the base municipality, and

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO., INC.**Section 1****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 120 (Concluded)**

(7) When the base municipality has a population of 1 million or more, all unincorporated areas within 20 miles of its corporate limits, and all of any other municipality, any part of which is within 20 miles of its corporate limits of the base municipality.

(d) All municipalities wholly surrounded, or so surrounded except for a water boundary, by the base municipality, by any municipality contiguous thereto, or by any municipality adjacent thereto, which is included in the commercial zone of such base municipality under the provisions of Paragraph (c) of this item.

The terminal area at any unincorporated community having a post office of the same name which is authorized to be served by carrier consists of:

- (a) All points which are located within the limits of the operating authority of carrier of property within 3 miles of the post office at such authorized unincorporated point if it has a population less than 2,500 within 4 miles if it has a population of 2,500 but less than 25,000, or within 6 miles if it has a population of 25,000 or more;
- (b) All of any municipality any part of which is included under (a) above; and
- (c) Any municipality wholly surrounded by any municipality included under paragraph (b) above, or so wholly surrounded except for a water boundary.

ITEM 130**DISCOUNT RULE**

(1) In Section 2 under the heading "COMMODITIES FOR SHIPPER ACCOUNT" where reference is made to a number(s) only, such number (s) refer to item number (s) in the NMFC for commodity description. When no specific NMFC item number is referred to the work "Commodities" shall mean any and all products manufactured or shipped by that facility and in the case of an inbound discount percentage shall include any and all points received from another shipper.

(2) Discounts are subject to the following terms and conditions:

- (a) Discounts will apply only on Minimum Charge, LTL or AQ Class Rated shipments, except as noted.
- (b) Discounts will apply on single line or joint line traffic, except as noted, with participating carriers in this tariff.
- (c) Discount will not apply on shipments subject to any other allowance or discount provisions.
- (d) Discounts will be shown on the freight bill as a deduction from the otherwise applicable charges, exclusive of special or accessorial charges. For example, a discount of 15 per cent will be shown as follows:

500 lbs at \$10.00 equals	\$50.00
15 per cent discount equals	<u>7.50</u>
New amount due	\$42.50

- (e) Discounts will apply on outbound (prepaid and collect) and on inbound shipments picked up by NTC from a direct service point.
- (f) The term discount, where used in this tariff is separate and distinct from Freight All Kinds Classes. Where a discount is published as applying on inbound shipments (prepaid and collect) the term discount does not extend to include FAK classes.
- (g) Where discounts have been published for both shipper and consignee the terms and conditions of the discount item published for the party paying the freight charges shall apply.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO., INC.

Section 1

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 130 (Continued)

DISCOUNT RULE

(3) Loss of Pricing Reductions

- (a) Pricing in the form of a discount from published rates or exceptions to the NMFC 100 classes, as published in the NEBT 600 discounts tariff, is based upon payment within not more than 30 days. Under certain conditions this period may be extended by written agreement between a customer and Nebraska Transport Co., Inc.
 - (b) When charges have been billed meeting the criteria of the governing tariffs and agreements and payment has not been received within the prescribed time limit a past due notice will be sent at 45 days, with repetitions at 60 days and 90 days from the date the bill or statement was first presented as due and payable.
 - (c) If it is necessary to turn a freight bill or a series of bills over to a collection service or if a court action is required to recover payment of correctly billed freight or accessory service charges Nebraska Transport Co., Inc. reserves the right to remove any and all reductions from the legally published class rates published in NEBT 500 series rates tariff, or other governing rates tariff, at actual classes shown in the National Motor Freight Classification 100 series in order to recover the loss of resources and expenses incurred in the collection effort.
-

For explanation of abbreviations and reference marks, see last page.

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125-B
NEBRASKA TRANSPORT CO., INC.

Section 1

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 140

DISPOSITION OF FRACTIONS

In applying provisions in this tariff which require a mathematical calculation, the following applies: Fractions of less than one-half cent will be dropped; and fractions of one-half cent or greater will be increased to the next whole cent.

◇ **ITEM 150**

Discounted or Floor Minimum Charges

1. Shipments originated by Nebraska Transport Co., Inc. that either originate at, are destined to, or through the Chicago terminal for the states of IL, IN (direct points only) and WI, a minimum charge (after the applicable discount has been applied) of eighty-three dollars (\$83.00) will apply. Shipments originated by Nebraska Transport Co., Inc. and either from, to or between the states of CO, IA, KS, MN, MO, NE, ND, OK, SD, TX, and WY will be subject to a minimum charge (after the applicable discount has been applied) of ninety dollars (\$90.00) when an interline is involved or seventy dollars (\$70.00) on shipments handled direct. Outside these areas the minimum charge will be one hundred three dollars (\$103.00). The minimum charge for Canada shipments shall be \$137.00.

ITEM 155

QUOTATION OF ESTIMATED FREIGHT CHARGES

1. When Nebraska Transport furnishes, either orally or in writing, an estimate of freight charges, such estimates will be given based on the information given to Nebraska Transport at the time of the quotation. Such estimates are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, and are not binding on either Nebraska Transport or the customer. Quotations will be held for not more than two weeks. All transportation charges on a shipment will be assessed on the basis of published tariff provisions in effect at the time of shipment.

ITEM 160

APPLICABLE RATE TARIFFS

The provisions of this Tariff apply in connection with rates and charges published in the following Tariffs, Amendments thereto or Reissues thereof, to the extent of carriers participating therein:

ISSUING AGENT

TARIFF SERIES

Nebraska Transport Co., Inc.

NEBT 400, NEBT 500, NEBT 600

Other

Tariffs, price sheets or rate disks as issued by other motor freight carriers or CzarLite rate disks which are made reference to in Nebraska Transport Co, Inc. tariffs and contracts which also make reference to NEBT 125

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 1****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 170****APPLICATION OF RATES
COMMODITY DESCRIPTION HEADINGS**

Descriptive Generic Headings published in tariffs governed by this tariff which correspond to descriptive headings in the NMFC, will be understood to include all qualifying statements shown in NMFC in connection with such headings as well as all notes in the NMFC to which such headings are made subject. (See Example)

Example: Where the heading "Nickel Group, viz.:" is referred to in the heading of a commodity rate item, such heading will be subject to Item 139740 of NMFC including the notes named in Items 139742 and 139744 of NMFC.

ITEM 180**APPLICATION OF CLASSES AND/OR RATES**

1. When NMFC ratings are subject to a released valuation being stated on the bill of lading and the shipper fails or declines to indicate a valuation on the bill of lading at the time of shipment, the shipment will be considered as being released to the lowest valuation provided and the shipment will be transported and charges for subject to such limitation of liability. This will apply only when released valuation is required in order to determine a rate and does not apply when the shipper has the option to release or not to release a shipment as to value. Claims relating to shipments which have been rated according to released value classifications, or shipments with unmarked or refusal to mark the released value will be paid based upon the invoice value or the NMFC rated lowest valuation, whichever is less.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 300****ADVANCING CHARGES**
(Exception to NMFC Item 300)

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of shipment (See Note 1). The nature of charges to be advanced, as shown in Note 1, must be stated on the Bill of Lading at the time of shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and shipping order, at the time of shipment.

Note 1 – The term “Charges incidental to the transportation of the shipment” shall include only the following:

- (a) Inbound transportation charges (ocean transportation will not be advanced) (Subject to Note 4)
- (b) Loading or unloading charges.
- (c) Charges for packing or crating the shipment.
- (d) Drayage charges (Subject to Note 2).
- (e) In bond or custom house charges.
- (f) Wharfage or handling charges on import shipments.
- (g) Warehouse storage or warehouse handling charges.
- (h) Broker’s fees on Customs on in bond shipments (See Notes 3 and 5).
- (i) Demurrage
- (j) Carriers storage

Note 2 – The term “Drayage” as used in this item means local transportation with the pickup terminal area, from actual origin to the line haul carrier’s dock.

Note 3 – When reference is made to this note, the nature of the charges to be advanced need not be stated on the Bill of Lading at the time of shipment if they accrue at a point other than the origin.

Note 4 – The cost of preparing immediate transportation entry (IT) papers will be advanced by the carrier and will not be subject to the advance charge.

Note 5 – Provisions of this item do not include the advancing of brokers’ fees on in bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

For explanation of abbreviations and reference marks, see last page.

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SCOTTSBLUFF, NE 69361

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

ITEM 345**ARRIVAL NOTICE AND UNDELIVERED FREIGHT****PART 1****ARRIVAL NOTICE:**

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

PART 2

1. If freight cannot be delivered because of the consignee's refusal, or inability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason.
2. Undelivered shipments will be subject to storage as provided in Item 910.

NOTE 1 – for the purpose of this item, business day means Monday through Friday, excluding holidays.

PART 3

1. If the shipper and/or the consignee require notification by phone prior to delivery of a shipment the carrier will make a diligent effort to contact the consignee prior to the arrival of a shipment at the consignee's place of business. There will be no additional charge billed to either party for this service.
-

ITEM 360**BILLS OF LADING – ORDER NOTIFY SHIPMENTS**

Except as otherwise provided, shipments moving on Order-Notify bills of lading will be subject to an additional charge of \$20.00 per shipment.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 361****BILLS OF LADING, FREIGHT BILLS AND STATEMENT OF CHARGES
(Exception to NMFC Item 360)**

Issuance and Requirements.

- A. Rates subject to the provisions of NMF 100 series are conditioned upon the use of the appropriate bill of lading required by this rule. Nebraska Transport may agree in writing to accept the use of the shipper's bill of lading.
- B. Consignors may elect to have printed their own bills of lading, in which case, all requirements in Sec. 1 (a) through Sec. 1 (d) and Sec. 2 of this item must be observed. These forms may also contain such information as:
1. Identification or location of consignor or consignee.
 2. Commodity descriptions.
 3. Rates or classes.
 4. Other information pertinent to the shipment.
- C. To be accepted as a valid contract between the shipper and carrier the complete bill of lading, as filled out by the shipper, must contain the following information.
1. Identification and location of the consignor and the consignee.
 2. The terms of payment (prepaid or collect). If the bill of lading is inadvertently accepted by carrier without terms having been indicated by consignor the terms will be assumed to be collect.
 3. Identification and location of the party responsible for payment of all charges to be shown on the freight bill.
 4. Complete commodity descriptions.
 5. Hazardous materials identifiers as required by the D.O.T. and tariff ATA III series and an emergency response phone number for an agency to which services the consignor subscribes.

Collection of freight charges from a third party (See Note 1)

- A. When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of shipment.
- B. When the consignor requests the carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges.
- Note 1 - Shipments subject to the provisions of this item will not be accepted if the consignor executes Section 7 of the bill of lading.

Corrected Bills of Lading

- A. Corrected Bill of Lading to change the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered.
- B. A corrected Bill of Lading to change the original transportation contract from prepaid to collect will not be accepted if Section 7 (non-recourse clause) of the correct Bill of Lading has been signed by the consignor.
- C. A request to change the original freight charges collect status from collect to prepaid will require a corrected bill of lading from the shipper.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

ITEM 361 (Concluded)

- D. Re-delivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.
-

ITEM 390**CAPACITY LOADS – OVERFLOW**

1. Each and every vehicle loaded to capacity shall be subject to a minimum weight of 20,000 pounds.
2. The excess or overflow portion of a shipment that does not require another vehicle to be loaded to capacity shall be rated as a separate shipment.
3. The terms "LOADED TO CAPACITY" or "CAPACITY LOAD" refers to the extent which a vehicle is loaded with freight, each term meaning:
 - (a) That quantity of freight which, because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a vehicle; or
 - (b) That quantity of freight which, in the manner loaded, so fills a vehicle that no additional shipment can be loaded in or on the vehicle; or
 - (c) That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitation of state or regulatory bodies; or
 - (d) The quantity of freight consisting of one article loaded in or on a vehicle when one additional article, weighing the same as or more than the article loaded, cannot be legally loaded because of the weight limitation of state or regulatory bodies.

Note – The provision of this item will apply regardless of whether there is another article tendered for loading as part of the same shipment.

ITEM 411**CHECKS RETURNED BECAUSE OF INSUFFICIENT FUNDS**

Checks received in payment of freight charges which are returned to carrier by the bank because of insufficient funds will be subject to a charge of \$50.00. This charge will be in addition to other applicable charges on the transaction.

After receiving an insufficient fund check the payer will be placed on driver collect status and until credit is re-established all funds due will be payable by money order, certified check, credit card at the time of delivery.

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

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SCOTTSBLUFF, NE 69361

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 430****COLLECT ON DELIVERY (COD) SHIPMENTS**
(Exception to NMFC Item 430)

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

Sec. 1 -

Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form", "Straight" bill of lading forms as shown in the classification or consignor's preprinted bill of lading form.

The letters "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of consignee; or, must be clearly stamped, typed or written in a preprinted C.O.D. section of the bill of lading. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. The telephone number of the consignee must also be shown on the bill of lading and shipping order. On Straight Bills of Lading-Short Form there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for "description of articles, special marks and exceptions", in the following information:

Collect on Delivery, \$ _____ and remit to:
 _____ Street
 _____ City
 _____ State _____ Zip

COD Charge to be paid by:

Shipper () Consignee ()

Sec. 2 -

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

Sec. 3 -

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

Sec. 4 -

COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.

Sec. 5 -

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

Sec. 6 -

Intoxicating beverages will not be handled COD under any circumstances.

Sec. 7 -

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

Sec. 8 -

Only the following forms of payment will be accepted in payment of COD amounts:

1. Cash.
2. Bank cashier's check.
3. Bank certified check.
4. Money order.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 430 (Concluded)**

5. Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.

All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.

Sec. 9 -

The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collect or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must be included in the checks or money orders made payable to the consignor.

Sec. 10 -

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

Sec. 11 -

The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be 3 per cent of the COD amount, subject to a minimum charge of \$35.00.

Sec. 12 -

COD shipments of explosives designated as "Class 1 and dangerous explosives" or "Class 2 less dangerous explosives" referred to in the Hazardous Materials Tariff (HMT) will not be accepted.

Sec. 13 -

1. Carrier will accept only written instructions from the shipper to return the shipment or to change the bill of lading provisions on Collect on Delivery (COD) shipments subject to the provisions of this item by increasing, reducing or canceling the COD amount.
2. Carrier does not obligate itself to accept the changes provided herein but upon request a reasonable effort will be made to do so, subject to the provisions herein.
3. Carrier will upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will be assessed the applicable re-delivery charge in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 435****COLLECTION OF CHARGES AND EXTENSION OF CREDIT****A. COLLECTION OF CHARGES where credit has not been extended.**

Charges accruing under the provisions of this tariff are due and payable and may be collect by the carrier at the time an outbound prepaid shipment is tendered by the shipper to the carrier for transportation and shall be collected by the carrier at the time an inbound collect shipment is tendered by the carrier to the consignee, or, in the case of accessorial service charges such as storage, reweighing, marking, COD collection fees, at the time such service is requested or possession of the shipment involved, or any part thereof, is relinquished by the carrier, except where credit has been extended by the carrier to the shipper, consignee, or other party entitled to pay the charges, under the provisions of this item.

B. EXTENSION OF CREDIT.

1. Carrier may extend credit to shipper. Upon taking precautions deemed by them to be sufficient to assure payment of the tariff charges within the credit period herein specified, common carriers by motor vehicle may relinquish possession of freight in advance of the payment to the tariff charges thereon and may extend credit in the amount of such charges to those who undertake to pay them, such persons herein being called shippers, for a period of 30 days, including Saturdays, Sundays and legal holidays from the date of delivery.
2. Period of credit following delivery of freight. Freight bills for all transportation charges shall be presented to the shippers within 7 calendar days from the first 12 o'clock midnight following delivery of the freight.

ITEM 470**CONTROL AND EXCLUSIVE USE OF VEHICLE****Section 1****Control of Vehicle**

Except as provided in section 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the carrier has control of the vehicle with the unrestricted right to:

1. Select the vehicle for the transportation of a shipment.
2. Transfer the shipment to another vehicle.
3. Load other freight on the same vehicle.
4. Remove locks or seals applied to the vehicle.

Section 2**Exclusive Use of Vehicle**

When the exclusive use of a vehicle is provided by the carrier at request of consignor or consignee, the foollowing provisions will apply.

1. Charges will apply to each vehicle used to transport the shipment.
2. The request must be given in writing or placed on the bill of lading and shipping order.
3. When the bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service
4. The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a vehicle, the carrier will immediately re-lock or re-seal the vehicle and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or sea. No freight will be added to the vehicle except at the instruction of the consignor or consignee.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****Item 470 (Continued)**

6. Charges will be computed at the rates and weights applicable to the shipment without reference to this item subject to a minimum charge of 20,000 lbs. at the Class 125 weigh group 20M rate.
7. Charges are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation of the bill of lading may not be executed (This paragraph not applicable on shipments moving on Government bills of lading).
8. When the request for exclusive use of vehicle is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in Part 6 between the point of origin and point of destination.
9. Stop-offs for partial loading or partial unloading will not be permitted on shipment transported under provisions of this section.

Item 475**COPIES OF DOCUMENTS**

- A Any customer who desires to receive copies of their bills of lading for outbound shipments and/or copies of delivery receipts for outbound or inbound shipments can receive copies free of charge along with their weekly statements and freight bills by contacting the corporate offices and arranging for this billing method.
- B Copies of documents will be made available to the appropriate parties free of charge through secure access to the Company Internet web site and the imaging system. Secure access can be arranged by contacting the corporate offices.
- C For customers who require additional copies of documents after the initial mailing, the service will be provided by facsimile or mail at an additional charge of \$1.00 per copy subject to a minimum charge of \$20.00. Copies of documents one year and a day or older will be provided for a fee of \$10.00 per copy subject to a minimum charge of \$25.00.

Item 477**FREIGHT BILL CORRECTIONS**

- (A) Once a shipment has been tendered to Nebraska Transport Co., Inc. for movement changes to any parameter shown on the shipper's bill of lading will be made, subject to the following exclusions, and will incur an additional charge of \$10.00 per occurrence for corrections to carrier's billing. C.O.D. amounts or terms, piece count, weight, destination
- (1) Changes of terms from prepaid to collect will not be accepted after a shipment has been delivered.
 - (2) Changes in C.O.D. amount or changes to fee terms from prepaid to collect will not be accepted after a shipment has been delivered.
 - (3) Changes to weights of articles shipped will not be made after a shipment has been delivered without substantiating documentation that confirms the shipping weight.
 - (4) No changes will be made to third party billing if section 7 is signed.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 480****CUSTOMS OR IN BOND FREIGHT**

1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of 170 cents per 100 pounds, subject to a minimum charge of 3300 cents and a maximum charge of 15000 cents per shipment based on the actual weight or applicable minimum weight, whichever is greater. Such charge shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, each trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item.
(See Note 2)
2. Except as provided in Notes 1, 3 and 4, line haul charges on shipments requiring U.S. Customs Clearance destined to a point outside of the commercial zone of the point of U.S. Customs Clearance will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs Clearance or to final destination, whichever is greater.
3. Import Freight moving in Bond may not be included on the same shipment on the same bill of lading and shipping order with freight not moving In Bond.
4. Shipments moving under United States Customs Bond will not be accorded stopping in transit or split pick up or split delivery privileges.
5. Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the deputy Collector of Customs that a shipment is available for Customs Inspection will constitute tender of shipment for delivery.
6. Each IT Permit (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accomplished by one bill of lading and shipping order. The provisions of this paragraph will not apply to volume or truckload shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Item 390 of this tariff. On shipments cleared enroute by U.S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.

NOTE 1 – Not applicable from or to Canada when U.S. Customs clearance is performed at ports located on the U.S. – Canadian boundary line or adjacent hereto.

NOTE 2 – Will also apply when carrier is required to move freight from site of initial pickup to another site for U.S. Customs clearance prior to departure from port facilities.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

ITEM 480 (Concluded)

NOTE 3 – Line-haul charges on shipments requiring U.S. Customs clearance at Brownsville, Hidalgo or Roma, TX, destined to a point outside the corporate limits of the point of U.S. Customs clearance will be assessed on the basis of rates and charges applicable from point of origin to point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination (See Note 4).

NOTE 4 – On shipments requiring U.S.; Customs clearance at: Brownsville, TX destined to points within 6 miles of the corporate limits thereof; Hidalgo, TX destined to points within 3 miles of the corporate limits thereof; or Roma, TX destined to points within 4 miles of the corporate limits thereof, the line-haul rates and charges to be assessed will be those applicable to the point of U.S. Customs clearance or to the final destination, whichever is greater.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

ITEM 481**CUSTOMS OR IN BOND FREIGHT**
(Part Lot Shipments)

1. A part of a truckload or LTL shipment held out by United States Government authorities at port of import for appraisement or other action by them, when forwarded, will be billed as a part lot of the original shipment and full reference to the original billing shall be shown on the part lot billing.
 2. Such freight will be rated as a part of the original shipment and not as a separate LTL shipment. The rate on this part of the shipment does not include pickup service provided for in item 570 (Pickup and Loading Service).
 3. If such part lot shipment is brought to the carrier's dock by other than the motor carrier, the actual cost of such movement, if paid by the motor carrier, will be added to the freight bill. If such part lot shipment is picked up by the motor carrier a charge of 650 cents per 100 pounds, minimum charge of 2750 cents per shipment, will be assessed and such charge will be in addition to the line haul charge.
-

ITEM 490**DECLARED OR RELEASED VALUE**

In this tariff, and in all tariffs made subject to this tariff, wherever reference in connection with any commodity, commodity rates, exception ratings or ratings in the NMFC subject to a "declared or released value" such commodities, commodity rates, exception ratings or ratings in the NMFC shall apply in connection with rates named in tariffs subject to this tariff and any claims for damage or loss of commodities will be paid at the declared or released value stated.

ITEM 495**DESCRIPTION OF ARTICLES SHIPPED REQUIRED ON THE BILL OF LADING**

1. On shipper prepared bills of lading for shipments handled by Nebraska Transport., the complete information or description of all articles in the shipment is required for NTC to accurately determine the NMFC class applicable to the articles. This provision also applies when the applicable pricing consists of a rate or rating applicable on Freight All Kinds. If the bill of lading contains a commodity description of "Freight All Kinds" or "FAK" or other such similar wording, other than a complete or adequate description of articles the shipment will be rated at class 100 and the freight charges will not be adjusted at a later date without the shipper first providing proof of what articles were shipped and the weight of each.
-

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 500****DETENTION - VEHICLES WITH POWER UNITS
(Exception to NMFC Item 500)****APPLICATION:**

Detention of vehicles - This item applies to all shipments.

Detention - vehicles with power units - This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1 - General provisions -

- (a) This item applies only to vehicles which have been ordered or used to transport shipments subject to LTL and truckload rates.
- (b) This item applies only when vehicles are delayed or detained at the premises for pickup or delivery and only when such delay or detention is not attributable to the carrier.
- (c) Free time for each vehicle will be as provided in Section 3. After the expiration of free time, charges will be assessed as provided in Section 4.
- (d) The detention charges due the carrier will be assessed against the consignor when freight terms are prepaid and against the consignee when freight terms are collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.
- (e) When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.
- (f) Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2 - Computation of time -**(a) Commencement and terminations:**

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

(b) Prearranged scheduling:

1. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

For explanation of abbreviations and reference marks, see last page.

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SCOTTSBLUFF, NE 69361

NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 500 (Concluded)

- 2. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time.
- 3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(c) Conditions governing the computation of time:

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

SECTION 3 - Free time -

(a) Free time shall be computed as follows:

Actual Weight in Pounds per Vehicle stop	Free Time in minutes per vehicle stop
Less than 5,000.....	30
5,000 but less than 10,000.....	60
10,000 but less than 20,000.....	90
Over 20,000.....	120

(b) When a truckload shipment or one or more less-than-truckload (LTL) or any quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when a truckload shipment or one or more LTL or AQ shipments are unloaded from one vehicle at the premises of the consignee or other designated party, the combined weight will be used to determine free time, in all other instances the individual shipment weight will be used.

SECTION 4 - Charges -

When the delay per vehicle beyond free time is 1 hour or less, the charge will be \$60.00. For each additional 30 minutes or fraction thereof, the charge will be \$40.00.

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 510****EXCEPTION CLASS RATINGS & METHOD OF DETERMINING RATES BY USE OF EXCEPTION RATING (CLASSES) IN SECTION 2**

- (1) In any tariff which is governed by this rules tariff when an "FAK" class is published this class indicates an exception to NMFC class Freight All Kinds Class which shall apply, except as noted, on all shipments originated by the shipper named in that tariff.
- (2) Freight All Kinds (FAK) classes are subject to the following terms and conditions:
- (a) FAK classes will apply on Minimum Charge, LTL or AQ shipments on all outbound shipments.
 - (b) FAK classes will apply on single line traffic and on joint line traffic with participating carriers in this tariff.
 - (c) FAK classes will not apply on inbound shipments on either single or joint line, unless specifically noted as applying on inbound traffic and then shall only be applicable when picked up by NTC from a direct service point.
 - (d) FAK classes are separate and distinct from discount. Where a discount is published as applying on inbound shipments (prepaid and collect) the term "discount" does not extend to include FAK classes.

To determine rates by use of exception ratings (classes) shown in Section 2 of this tariff, refer to tariffs, price sheets or rate disks, ascertain the rate basis number from origin to destination and then apply the provisions of Section 2 of this tariff by use of the Table of Class Rates and Charges in tariffs, price sheets or rate disks, either public or private.

◆ ITEM 515**SPECIAL SERVICE – GUARANTEED DELIVERY**

1. Guaranteed delivery shipments are guaranteed LTL transportation services for shipments between direct, domestic service points located within the areas serviced by Nebraska Transport Co., Inc.
2. A list of eligible ZIP codes is available by request.
3. Guaranteed delivery shipments are guaranteed to be delivered complete and on time at the standard speed service standards before 12:00 PM (noon) or before 5:00 PM local time depending on the service requested. All guaranteed transits are exclusive of Saturdays, Sundays and all national, state and local holidays.
 - a. Holidays will be defined as: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be observed as a holiday. When the holiday falls on Saturday, the prior Friday will be observed as a holiday.
4. In case of a failure, short delivery or non-delivery on the day or window promised and within the time limits specified in subparagraph 3. Carrier's maximum liability shall be limited to the cancellation or refund of all shipment charges. Carrier will not be liable for any special, incidental, or consequential damages, commercial loss of any kind (including loss of business or profits, or loss, damage, or expense directly or indirectly arising

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

◆ ITEM 515 (Continued)

from this agreement whether or not Carrier has been advised of the possibility of such damage or loss). For Guaranteed delivery shipments, if carrier does not complete delivery or tender for delivery in the time parameter requested by the customer and accepted by carrier, carrier will cancel 100% of line haul charges on customer request. If the shipment charges have already been paid, then a refund will be issued in the amount of the paid line haul charges. Cancellation of charges must be filed through customer service within 15 days of the shipment's delivery date.

5. Customer Responsibilities

- a. The customer must contact a service center via phone no later than 3:00 PM local time on the day of pickup to request the pickup of a Guaranteed Delivery service shipment, advising the Carrier that the pickup request involves such a shipment. Any special services or equipment requirements must be requested at this time and either approved or declined by a management representative of the origin Carrier. The freight must be ready for pickup no later than 5:00 PM local time that business day. Since Nebraska Transport serves many rural areas it may not be possible to pickup shipments outside the serving terminal's immediate locale the same day that the request is made.
- b. Prior to shipment, the customer must plainly mark the bill of lading in bold print or type with **"GUARANTEED DELIVERY"**.
- c. Collect shipments will be accepted provided the Shipper does not execute Section 7 of the bill of lading.
- d. Special services and equipment requirements requested of and approved by the Carrier must be clearly written on the bill of lading.
- e. If the customer requests a Guaranteed Delivery time on the bill of lading that is not available in the Carrier's system, Carrier will move that shipment at the next fastest Guaranteed Delivery time available.
- f. If the customer only writes Guaranteed on the bill of lading, carrier will move the shipment as an end of day Guarantee.

6. Weekend or holiday deliveries are not available for Guaranteed Delivery shipments.

7. Pricing for Guaranteed delivery before 5:00 PM will be a 20% premium on net line haul freight charges, based on the current pricing for the paying customer, subject to a \$50.00 minimum up charge. Pricing for Guaranteed delivery before noon will be a 30% premium on net line haul freight charges, based on the current pricing for the paying customer subject to a \$60.00 minimum up charge. Any fuel surcharge will be assessed on the line haul freight charges only.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 515 (Continued)**

8. In the absence of a specifically stated base rate publication this publication or other pricing agreements or contracts, pricing for Guaranteed service will be from Carrier's current rates tariff or negotiated specifically between carrier and customer on a shipment by shipment basis.
9. The following commodities are not eligible for guaranteed delivery service.
 - a. All prohibited or restricted articles (see Item 780)
 - b. Any pieces over 14 feet in length.
 - c. Any shipment that requires protective service (see Item 930 Temperature Protective Service).
10. The following delivery types are not eligible for guaranteed delivery service:
 - a. Deliveries requiring an appointment
 - b. Collect On Delivery (COD)
 - c. Order Notify
 - d. Shipments over 10,000lbs or requiring more than 14 linear feet of trailer space or with pieces that are more than 14 feet in length.
 - e. Shipments requiring delivery to private residences, dormitories, businesses located at a private residence, farm or ranch.
 - f. Shipments requiring pre-notification of delivery.
 - g. Shipments that are dock pickup or will call.
 - h. Shipments that involve spotted trailers at delivery
 - i. Shipments consigned to military installations
 - j. Any service request declined by the Carrier at the time of guaranteed service request.
 - k. Any service not requested by the Shipper at the time of guaranteed service request or required by the consignee at the time of delivery that has not been requested at the time of guaranteed service request.
11. Force Majeure or Acts of God:
 - a. Either parties' performance shall be excused and neither party shall be liable to the extent performance is precluded by Force Majeure or Acts of God.
 - b. Charges for guaranteed delivery service shipments that are delayed by an act of God or Force Majeure, or other causes beyond Carrier's control will be billed at normal pricing published for the payer.
12. An attempted delivery shall constitute a delivery and shall satisfy Carrier's obligations for services. In the case of refusal, our driver will attempt to get the refusing party's signature, date, time and reason for refusal or inability to deliver.
13. Attempted delivery to a wrong address due to incorrect or incomplete Consignee information provided by the Shipper shall constitute a delivery and shall satisfy Carrier's obligations for services. The resulting required changes to the bill of lading will be assessed at the normal rate.
14. Deliveries requiring special services or equipment are excluded from the Guaranteed delivery service offering unless specifically approved by origin Carrier management prior to pickup.

For explanation of abbreviations and reference marks, see last page.

Effective: October 3, 2011

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 520****EXPEDITED SERVICE**

The terms "Expedited Service" as used herein means that immediate dispatch of the appropriate equipment, vehicle or trailer will be made, subject to availability of either equipment or drivers, and pick up and delivery will be accelerated and that shipment will be handled with other than normal dispatch.

(a) The request must be given in writing or placed on the bill of lading and shipping order stating "Expedited Service Requested per _____."

(Name of Authorizing person)

(b) Charges are to be paid or guaranteed by the party requesting the service and the non recourse stipulation on the bill of lading may not be executed.

(c) When the shipment is tendered to carrier on a bill of lading marked "Expedited Service Requested" and the shipment has begun its movement to the destination a corrected bill of lading will not be accepted to remove the application of the provisions herein.

(d) The following charges will be assessed on each shipment in addition to all other applicable charges. All charges will be billed at the same weight as billed on the freight bill.

Where the weight or charge is:

Weight	Freight Charge	Additional Charge
	\$1.00 - \$50.00	\$150.00
1 - 499 lbs		\$150.00
500 - 999 lbs		\$200.00
1,000 - 1,999 lbs		\$250.00
2,000 - 4,999 lbs		\$300.00
5,000 - 9,999 lbs		\$350.00
10,000 - 19,999 lbs		\$400.00
20,000 - 29,999 lbs		\$450.00
30,000 - 46,000 lbs		\$500.00

For explanation of abbreviations and reference marks, see last page.

Effective: October 15, 2010

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 560****EXTRA LABOR – LOADING OR UNLOADING**

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading at each location where extra labor is used:
 - 50 dollars per man for each hour or fraction thereof up to 8 hours
 - 75 dollars per hour or fraction thereof over 8 hours.
 - 50 dollars minimum charge per man per day.Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be assessed against the consignor (See Note1) if the extra labor is used for loading and against the consignee (See Notes 2 and 3) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.
2. Carrier's records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
 - (a) Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.
 - (b) Identification of vehicle tendered for loading or unloading.
 - (c) Number of extra men used and the number of hours or days each such man was used.
3. The provisions of this item will not apply on Sundays and Holidays. On such days apply the charges provided in Item 755 (Pickup or Delivery Service – Sundays or Holidays).
4. 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.

NOTE 1 – Consignor, as used in this item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

NOTE 2 – Consignee, as used in this item, means the party to whom the carrier is required, by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated by the bill of lading.

NOTE 3 – charges for extra labor or unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

◆ ITEM 565

FORK LIFT SERVICE

1. On any shipment that requires a fork-lift service for handling, at loading or unloading site (other than at carrier's terminal), the carrier, upon request of consignor, consignee, or broker, will endeavor to arrange for the furnishing of such fork-lift equipment, and will charge 14000 cents per hour, or fraction thereof, computed to the closest quarter hour, for each fork-lift used subject to a minimum charge of 14000 cents.
2. Charges shall be computed from the time the fork-lift equipment is put into actual use in loading or unloading the shipment, as the case may be, and shall run until use of the fork-lift equipment is terminated.
3. Charges accruing under the provisions of this item shall be collected from the party requesting the fork-lift service.

ITEM 566

HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move the shipments or portions of shipment from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pick-Up or Delivery Service).

When shipments, shipped on pallets, either wrapped or unwrapped, require breaking down the pallet, and movement by the carrier by hand or cart to positions at the consignee's facility the charges below will apply.

When shipments, shipped on pallets, either wrapped or unwrapped, do not meet the consignee's specifications and require breaking down the pallet and restacking or placement on the consignee's pallets, platforms or slip sheets the charges below will apply. If sorting & segregating is also required additional charges will apply as in item 870 of this tariff.

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same is provided without cost to the carrier. (See Note 1).

Service provided under this item will be assessed a charge of:

CENTS PER 100 POUNDS	MINIMUM CHARGE PER SHIPMENT (IN CENTS)	MAXIMUM CHARGE OR PER VEHICLE CHARGE IF MORE THAN ONE VEHICLE IS USED (IN CENTS)
350	3500	43500

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

The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

For explanation of abbreviations and reference marks, see last page.

Effective: October 3, 2011

NEBRASKA TRANSPORT CO, INC.**Section 2**RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 567**HAZARDOUS MATERIALS HANDLING CHARGE**

On shipment of hazardous materials, in any quantity, a handling charge of \$12.00 per shipment will apply. Class A & B hazardous materials will not be accepted for shipment on any single or joint-line shipment.

ITEM 568**HEAVY OR BULKY ARTICLES, LOADING OR UNLOADING**

(Exception to NMFC Item 568)

- (a) The provisions of NMFC Item 568 will not apply. For provisions to apply see Item 750 (Pickup and Delivery) and paragraph (b) below.
 - (b) Consignor or consignee shall furnish hoists, cranes, winches, jacks, pulleys, blocks and tackle for the loading or unloading of heavy articles, and men to operate such special equipment and assume responsibility for safe loading and unloading.
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For explanation of abbreviations and reference marks, see last page.

Effective: October 15, 2010

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 569 INSPECTION, REWEIGH OR RECLASSIFICATION OF SHIPMENTS

When shipments are stopped in transit, inspected, reweighed or reclassified due to errors, miscalculations, or incorrect estimates of weight on the original bill of lading a charge of \$18.00 per shipment will be applied in addition to any increases in freight charges resulting from reweighing or reclassification per the National Motor Freight Classification of one or more items included in the shipment.

ITEM 570

IMPRACTICAL OPERATIONS

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

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

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 571****INSIDE DELIVERY SERVICE**

When inside delivery service is performed the charge in addition to all other lawful charges, will be 350 cents per 100 pounds subject to a minimum charge of 3500 and a maximum charge of 43500. Placement of freight immediately inside the consignee's delivery door does not constitute inside delivery. Movement of freight beyond that point does constitute inside delivery and is a billable service charge.

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

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following additional provisions:

1. At the time of shipment, the consignor must endorse on the Bill of Lading and Shipping Order the notation "Consignor load and count and/or consignee must unload" the shipment as the case may be.
2. The complete loading and/or unloading service, as the case may be, of the freight, including the count thereof must be performed by the shipper and/or consignee at his expense, without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading or counting.
3. (a) The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect and make shipments secure for transportation, must be furnished and installed by and at the expense of the consignor.
(b) The complete unloading service means that the consignee must count and remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
5. In the event the shipment is stopped-off for partial loading or partial unloading the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading and counting, as the case may be.
6. If the consignor fails to comply with the requirements of paragraph 1 herein, or if for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading and counting, or the consignee, or any party receiving any portion of the shipment refuses to perform the unloading and counting, the rate will not apply and rates otherwise published will be assessed.

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 580****MARKING OR TAGGING FREIGHT – CHANGING MARKINGS OR TAGS (SEE NOTE 1)**

(Exception to NMFC Item 580)

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

\$1.75 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$35.00 per shipment.

All charges accruing under the provisions of this item, must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

NOTE 1 - This item will not apply on shipments re-consigned or diverted. On such shipments provisions as published in Item 820 will apply.

ITEM 640**MIXED SHIPMENTS**

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

Where articles in the shipment are subject to more than one minimum charge, the highest of such minimum charges shall apply.

When rates or ratings contain a provision that a certain article or articles may not exceed a certain weight or percentage of weight and a shipment exceeds the amount authorized, such excess will be charged for as a separate shipment (See Note 1). When the articles subject to a weight limitation are differently rated, the lower rated articles may be used to make up the amount of weight allowed and the higher rated articles will be considered as excess. The excess weight may not be used to make up a minimum weight.

NOTE 1 - The rate to apply will be the rate applicable on the weight of the article or articles being charged for on the basis of the rate or rates considering such portion as a separate shipment for rating purposes subject to a minimum charge if applicable.

◆ ITEM 650**OVERLENGTH SHIPMENTS**

Shipments which are in excess of 14.0 feet for one or more items will have an additional over-length charge of \$40.00 per shipment added to the otherwise applicable freight charges. Shipments which are in excess of 28.0 feet for one or more items will have an additional over-length charge of \$80.00 per shipment added to the otherwise applicable freight charges.

For explanation of abbreviations and reference marks, see last page.

Effective: October 3, 2011

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ITEM 651****Over-Dimensional Shipments – Linear Foot Rule**

Definition: Shipments that require more than 8 pallet positions or exceed 16 feet in length and 72 inches in width.

Charges: Nebraska Transport should be contacted for a volume quote. Published pricing will not apply. Shipments moving without quoted charges will be billed at class rates less a 45% discount.

ITEM 710**PALLETS, PLATFORMS OR SKIDS**
(Exception to NMFC Item 995, Section 1)

The provisions of Sec. 1. NMFC Item 995, will apply, except, when a shipment of 20,000 lbs or more is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, platforms or skids, (See Note 3) no charge will be made for the transportation of pallets, platforms or skids, (See notes 1, 2, 4, and 5) provided the shipper specified the gross weight of the shipment and the actual weight of the pallets, platforms or skids separately on the shipping order and bill of lading at time of shipment, and provided further that when the entire shipment is not loaded on pallets, platforms or skids (See Note 3), shipper specified separately the weight of those articles which are not loaded on pallets, platforms or skids.

When material not a part of the pallets, platforms or skids is used to protect top of lading or to secure the load to the pallets, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of such material.

In no case, after deducting the weight of the pallets, platforms or skids, to be transported without charge, shall the weight on which charges are based be less than the prescribed minimum weight. When sufficient pallets, platforms or skids cannot be placed on the floor of the trailer to load the prescribed minimum weight, then pallets and palletized material must be capable of being double-decked. At request of carrier, shipper will double-deck in loading.

NOTE 1 - The total weight of the pallet, platforms or skids transported without charge will not exceed 1,000 pounds per shipment.

NOTE 2 - The weight of the pallets, platforms or skids in excess of the amount transported without charge under the provisions of Note 1 herein will be charge for as follows:

- (a) Straight Shipments – At the rate applicable to the article being transported thereon;
- (b) Mixed Shipments – At the highest rate applicable to any palletized article in the shipment.

NOTE 3 - This item will not apply unless at least 90 per cent of the shipment's weight, (exclusive of pallet, platform or skid weight) is loaded on pallets, platforms or skids.

NOTE 4 - The provisions of this item do not apply on freight which is loaded on pallets, platforms, racks, shipping, NOI, or skids, as described in NMFC Item 150390, Subs 1, 2 or 3.

NOTE 5 - The provisions of this item apply only on shipments loaded by the shipper and unloaded by the consignee as provided in Item 578 herein.

For explanation of abbreviations and reference marks, see last page.

Effective: June 21, 2010

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 711****PALLET INTERCHANGE**

Carrier, having equipped certain vehicles with pallets, will furnish such vehicles, when available, upon request. Pallets so constituting part of the standard equipment, of the carrier's vehicle, may be removed by consignor, provided such consignor replaces in the vehicles a like number of pallets of identical size and construction, loaded or empty.

Pallets so replaced on vehicle will become carrier's property as part of the standard equipment of the vehicle in lieu of the carrier's pallets exchanged by consignor or consignee.

ITEM 750**PICKUP OR DELIVERY SERVICE**

(For exceptions to this item see Item 751 thru Item 755)

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier, (See Item 570 for Impractical Operations), during business hours, at one site, subject to the following provisions:

1. PLACEMENT OF VEHICLE FOR LOADING:

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

2. PLACEMENT OF VEHICLE FOR UNLOADING:

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

3. LOADING BY CARRIER: (See Note 2)

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place his vehicle for loading. (See Note 1). (See Item 566 for handling freight not adjacent to vehicle). (See Item 566 for handling freight not adjacent to vehicle). Carrier will furnish only one employee per vehicle for loading whether it be the driver, helper or any other employee except as otherwise provided.

4. UNLOADING BY CARRIER: (See Note 2 and exceptions)

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See Note 1). (See Item 566 for handling freight not adjacent to vehicle). Carrier will furnish only one employee per vehicle for unloading whether it be the driver, helper or any other employee except as provided in Item 560 (extra labor)..

5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See Notes 2 and 5)

(a) Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight.

(b) Except as otherwise provided in Item 750-1, loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two wheeled hand trucks), winches, cranes, jacks, blocks or falls or other special equipment used in hoisting, lowering,

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 750 (Continued)**

handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electricity operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (See Note 2)

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

7. WAIVER OF DELIVERY RECEIPT:

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

8. HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING: (See Notes 3 and 4)

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

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

Note 1 - (a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk.

(b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 750 (Concluded)**

ordinance prevents its use, the nearest available parking space may be used.

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

- Note 2 - (a) Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle.
(b) Unloading, by definition in this item, includes the removal and counting of the freight from the position in which it is transported in or on the carrier's vehicle.

- Note 3 (a) Loading, by definition in this item, includes stowing of the freight in or on the carrier's vehicle.
(b) Unloading, by definition in this item includes the removing of the freight from the position in which it is transported in or on the carrier's vehicle.

Note 4 - The provisions of NMFC Item 568 (Heavy or Bulky Freight – Loading or Unloading) will not apply.

Note 5 - The provisions of Paragraph 5 will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets, skids or slip sheets.

ITEM 751**PICKUP AND DELIVERY SERVICE AT CONSTRUCTION SITES, FAIRS OR CARNIVALS, MINE SITES, SELF STORAGE WAREHOUSES, PRISONS, MILITARY BASES OR FACILITIES OR ANY OTHER FACILITY DEEMED LIMITED ACCESS**

1. When carrier is requested or required to make pick-up or delivery at a construction site, fair, carnival, mine site, self storage warehouse, prison, military base or facilities or any other facility deemed limited access, an additional charge of \$35.00 per shipment will apply. This charge will include the initial notification to arrange delivery at the delivery location. Any additional notifications may incur additional charges and assessed to the party requiring the additional notice.

2. Charges for this service will be added to the freight bill when service is requested by the consignor or will be collected from the consignee otherwise.

For explanation of abbreviations and reference marks, see last page.

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ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 752

PICK-UP AND DELIVERY SERVICE AT EXPOSITION HALLS, CONVENTION CENTERS OR TRADE SHOWS

Each shipment picked-up or delivered at McCormick Place, Chicago, IL, Navy Pier, Chicago, IL, and O'Hare Expo Center, Chicago, IL, Roseville, MN Expo Center and Minneapolis, MN Expo Center will be subject to a charge as shown below: (See Note A)

Cartage Rates

Up to 500 pounds.....	\$ 105.00
501 to 1,000 pounds.....	\$ 115.25
1,001 to 1,500 pounds.....	\$ 126.75
1,501 to 3,000 pounds.....	\$ 8.10 per CWT per Shipment
3,001 to 6,000 pounds.....	\$ 7.85 per CWT per Shipment
6,001 to 10,000 pounds.....	\$ 7.00 per CWT per Shipment

Additional charges applied by McCormick Place to all shipments and which will apply in addition to the rates named above will be:

Usage Fee

Up to 1,000 pounds.....	\$ 10.00
Over 1,000 pounds.....	\$ 15.00

Scale Fee

\$ 10.00

Early Target Delivery – 7:00 AM

\$70.25

NOTE A – This charge is to be paid by the party responsible for the freight charges.

ITEM 753

PICK-UP OR DELIVERY SERVICES AT PRIVATE RESIDENCES

1. When carrier is requested or required to make pick-up or delivery at a private residence or locations defined in Paragraph 3, an additional charge of \$50.00 per shipment will apply. This charge will include the initial notification to arrange delivery at the private residence. Any additional notifications will be charged at the otherwise applicable freight charges and assessed to the party requiring the additional notice.
2. Charges for this service will be added to the freight bill when service is requested by the consignor or will be collected from the consignee otherwise.
3. The term "Private Residences" also includes Apartments, Camps and other such locations not generally recognized as commercial locations and shall apply to the entire premises, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.

For explanation of abbreviations and reference marks, see last page.

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ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 754****RURAL DELIVERY**

When it is necessary to leave an improved highway and travel distinctively gravel covered or unpaved roads and trails to pick-up or deliver a shipment, a rural delivery charge of \$2.90 per round trip mile or a minimum charge of \$30.00, whichever is greater, will apply plus fuel surcharge, when applicable. This charge will be in addition to the freight charges computed from the shipment's point of origin to the city, town or village which is closest to the point of delivery.

◆ ITEM 755**PICKUP OR DELIVERY SERVICE – SUNDAYS OR HOLIDAYS**

1. When consignor or consignee requests carrier to pick up or deliver freight on Sundays or holidays, such service will be subject to a charge of 10000 cents per man per hour or fraction thereof, minimum charge of 55000 cents per man per day. Such charge shall be in addition to all other applicable charges.
2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for lading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Consignor or consignee may request carrier to place or pickup an empty trailer (vehicles without power units) on Sundays or holidays even though the actual pickup and/or delivery of freight may occur on a day other than Sundays or Holidays the charge for this will be 55000 cents per man per day, or fraction thereof.
4. The carrier is not obligated to furnish pickup or delivery service on Sundays or Holidays. If a delivery date is specified on the bill of lading and shipping order and it is a Sunday or a Holiday, such document must also indicate that the date is in fact a Sunday or Holiday.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

ITEM 760**PRECEDENCE OF RATES
(exception to Item 765 of the NMF Series)**

1. The provision of Item 765 of the NMF Series will apply and in addition:
Unless otherwise provided, when a pricing program is published in this tariff or in any other tariffs published by Carrier, such pricing program will be applied in the following order or precedence:
 - A. FOR OUTBOUND PREPAID SHIPMENTS:
 1. A pricing program published for the account of the Shipper will take precedence over all other pricing programs.

Effective: October 3, 2011

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

ITEM 760 (CONTINUED)**B. FOR OUTBOUND COLLECT SHIPMENTS:**

1. An inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs.
2. If there is no inbound collect pricing program published for the account of the Consignee, the outbound collect pricing program published for the account of the Shipper will apply.

C. FOR INBOUND COLLECT SHIPMENTS:

1. The inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs.
2. If there is no inbound collect pricing program published for the account of the Consignee, the outbound collect pricing program published for the account of the Shipper will apply.

D. FOR THIRD PARTY SHIPMENTS (applies when bill of lading indicates a party other than the Shipper, Consignee, or Shipper or Consignee's freight payment processor as the Payor of the freight charges)

1. A pricing program published for the account of the Third Party Payor will take precedence over all other pricing programs.
2. A Third Party Payor pricing program will apply only when the Third Party Payor is neither the Shipper nor the Consignee.
3. All Third Party Payor shipments must originate at an Nebraska Transport Co., Inc. direct service points and be prepaid.
4. When the Bill of Lading shows freight terms as prepaid and instruction for Third Party Billing, and the Third Party Payor is the same as the Consignee or the Consignee's freight payment processor, the terms will be changed to Collect, billing the Consignee or the Consignee's freight payment processor.

For the purpose of applying this item, the following terms are defined as designated:

- Shipper or Consignor - The party shown on the bill of lading at time of pickup as the Shipper of the goods.
 - A. Consignee - The party shown on the bill of lading at time of pickup as the Consignee of the goods.
 - B. Third party Payor - The party shown on the bill of lading as the Payor of the freight charges who is neither the Shipper nor the Consignee, nor the freight payment processor of either the Shipper or the Consignee.
 - C. Freight Payment Processor (commonly referred to as "Bill-To") - A bank or freight payment agency designated to pay the freight charges on behalf of the Shipper, Consignee or Third Party Payor.
 - D. Pricing Program – Any program created to apply in lieu of the Carrier's full actual class rates and charges as published in NEBT 500 Series tariff.
-

For explanation of abbreviations and reference marks, see last page.

Effective: October 15, 2010

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 770****PREPAYMENT OR GUARANTEE OF CHARGES
(Exception to NMFC Item 770)**

Unless otherwise provided in carrier's tariffs, shipments will be accepted subject to the following provisions. (See Notes 1 through 4).

- Sec. 1 - A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.
- Sec. 2 - A collect shipment is one which the charges for transportation service including accessorial services rendered by request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.
- Sec. 3 - A shipment which charges are to be paid by a third party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within 60 days. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.
- Note 1 - No shipments will be accepted on which line haul transportation charges are partially prepaid or partially collect.
- Note 2 - Freight charges must be prepaid on all shipments consigned to or in care of trade shows, traveling shows, chautauquas, fairs or exhibits.
- Note 3 - All freight charges on shipments for export must be prepaid.
- Note 4 - When party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party's name and address must appear in the body of the bill of lading and shipping order.

ITEM 780**PROHIBITED OR RESTRICTED ARTICLES**

1. Shipments of Property of Excessive Value:
The following items will not be accepted for transport either as the sole contents of the shipment or as any part of the contents of the shipment included with other items.
- | | |
|----------------------------------------|---------------------------------------------------|
| A. Bank bills or Notes | Postage Stamps |
| Currency, paper or coin | Precious Stones or Gems |
| Deeds | Revenue Stamps |
| Jewelry, Other than Costume or Novelty | Valuable Papers (any kind) |
| Original Works of Art (NOTE 1) | Museum Exhibits or Articles of Antiquity (NOTE 2) |
- B. Except as provided in paragraph A, articles of extraordinary value, as defined below, will not be accepted for shipment or included with other items or lesser value as a mixed shipment.
- (1) Articles tendered by the shipper with a value, at cost, exceeding \$7.50 per pound per package will be considered to be of excessive value. Such articles will not be accepted for transport unless the shipper releases the value to \$7.50 per pound per package or less. Articles which are tendered with a value, at cost, in excess of \$7.50 per pound per package that have not been identified on the shipper's bill of lading as having a value in excess of \$7.50 per pound per package will be considered to have been released by the shipper at \$7.50 per pound per package. In any case, articles tendered by the shipper with a value, at cost, exceeding

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

ITEM 780 (Concluded)

\$7.50 per pound per package will not be accepted. In the event of loss of and/or damage to any shipment, carrier's liability will not exceed \$7.50 per pound per package.

C. Items of extraordinary value or whose value exceed the limitation in sub paragraph B above will be accepted when advance notice is given to the carrier and additional insurance can be arranged between carrier and its insurance company. The cost of the additional insurance coverage will be added to the freight charges and must be guaranteed by the shipper or the party requesting the service.

2. Freight Liable to Damage Other Freight or Equipment:

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

NOTE 1 - Except pictures or paintings subject to NMF 100, items 100240, 100260 and 149420.

NOTE 2 - Except antique furniture subject to NMF 100, items 100240 and 100260 or numismatic exhibits subject to NMF 100 item 63830.

NOTE 3 - The term "package" as used in this item means any primary shipping package/carton or container as described and authorized in NMF 100 series tariff. When more than one package has been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or in totes, or have been overpacked in an additional complying package, the carrier's liability will be determined by separately multiplying the invoice value, at cost, times the weight of each individual package lost or damaged and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or in totes, or over packed in an additional complying package.

◆ ITEM 781

LIABILITY LIMITATIONS

1. Freight All Kinds (FAK) Pricing

Carrier's liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the article(s) lost, damaged or destroyed; (2) limited liability provisions of the bill of Lading; or (3) applicable limited liability provisions of the NMFC (note 1); whichever is less, subject to the maximums by exception class as shown below, unless a higher value is declared and additional charges are paid.

Class Exception	*Maximum Liability Per Pound
50	\$1.00
55	\$2.00
60	\$2.50
65	\$4.00
70	\$6.50
77.5	\$7.00
85 and up	\$7.50

* Maximum liability per pound per individual lost or damaged piece within the shipment.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

◆ ITEM 781 (Concluded)

(1) When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in additional complying package, Carrier's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.

2. Released Value – Used, Reconditioned or Refurbished Articles or Parts (See NOTE B)

1. Commodities as described in NOTE A below, when shipped as “used”, “reconditioned” will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding \$.10 per pound with a maximum of \$1,000.00 per shipment.
2. Failure of the consignor to release the value of the property to a value not exceeding \$.10 per pound or declare that the commodity is “used”, “reconditioned”, or “refurbished” shall not alter the application of this item.

NOTE A – The provisions of this item include, but are not limited to, the following commodities and their components thereof:

Machinery Group or Parts (NMFC Items 114000 through 133454); Agricultural Implement Group (NMFC Items 6060 through 11690); Aircraft Group (NMFC Items 1750 through 12420); Automobile Parts Group (NMFC Items 17800 through 20252); Boat Group (NMFC Items 24500 through 25325); Electrical Equipment Group (NMFC Items 64600 through 66370); Vehicles, Motors, Parts (NMFC Items 188500 through 193100).

NOTE B – Applicable only on Class rated shipments, except will not apply to those commodities named in NMF 100 Series which provide specific Released Value provisions, unless the used article release rate is less than the NMF 100 release rate.

3. Additional coverage for shipments with an actual value, at cost, greater than the limitations set in this item and item 780 can be obtained by contacting the Nebraska Transport Co., Inc. corporate office at 800 347 6331. The rate for additional coverage will be \$3.00 per \$100.00 of excess valuation subject to a minimum charge of \$60.00.
4. **Volume shipments** – Shipments for which a volume rates (reduced freight charges) are quoted will have a maximum liability limit to carrier of
 - a. \$1.25 per pound per piece, if new,
 - b. \$0.10 per pound per piece, if used,
 - c. Actual value, at cost, per pound per piece if less than a. or b. above, whichever is less.
5. **Per pallet rated shipments** – Nebraska Transport Co., Inc. will from time to time publish per pallet rates that will be billed according to the number of pallets or pallet positions that shipments require in transit. The maximum weight or height of items will be defined in the discount tariff or pricing agreement. When the weights or heights exceed the maximum an additional pallet will be billed for each instance where pallets are overweight or overheight.
 - a. When shipments are loaded on pallets and subject to rates based on the number of pallets, Carrier's liability will not exceed the assessed per pallet freight charges.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 820****RE-CONSIGNMENT OR DIVERSION**

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

1. **DEFINITION OF RE-CONSIGNMENT OR DIVERSION:**

For the purpose of this rule, the term "re-consignment" and diversion" are considered to be synonymous and the use of either will be considered to mean:

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination points.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at point of origin (See Note 4).
- (e) Instructions received by the originating carrier prior to receipt of shipment (See Note 5).

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

2. **CONDITIONS:**

- (a) Request for re-consignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or re-consign a shipment.
- (b) Carrier will make a diligent effort to execute a request for re-consignment, but will not be responsible if such service is not effected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before re-consignment will be made.
- (d) Only entire shipments, not portions of shipments may be re-consigned.
- (e) An order for re-consignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is for cancellation, endorsed or exchanged.
- (f) Instruction for re-consignment of COD shipments will be accepted only from the consignor.
- (g) Marking or Tagging (See Note 6)

3. **CHARGES:**

Re-consignment as defined in Paragraph 1 will be subject to the following:

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.

Section 2

RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

◆ ITEM 820 (Continued)

If Re-consignment Results in a Charge: And Re-consignment Occurs: (See Note 7)	In the name of the consignor or consignee with no change in the destination point (See Note 2)	In the place of delivery within original destination point	
CHARGES WILL BE			
Prior to tender of delivery	\$35.00 per shipment	\$35.00 per shipment	Published tariff rates to and From re-consignment point, but not less than The published through rate from original point of origin to ultimate destination (See Notes 3 and 8)
After tender of delivery	\$45.00 per shipment	400 cents per 100 lbs. \$45.00 min. charge per shipment \$450.00 maximum chg. per vehicle if more than one vehicle used	Published tariff rates to corrected destination from re-consignment point, but not less than the published through rate from original point of origin to ultimate destination.

NOTE 1 - Charges also apply for re-consignment to points and places outside of the original destination point provided such areas are:

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

Population of Original Destination	Miles from Original Destination
Less than 2,500	2
2,500 to 24,999	3
25,000 to 99,999	4
100,000 and over	5
3. If any portion of an incorporated municipality falls within the mileages shown, the entire municipality shall be included.

NOTE 2 - Includes points and places other than those defined in NOTE 1.

NOTE 3 - If the change in destination points is requested and instructions are received in time to effect the request change at the origin terminal of the originating carrier the charge will be \$30.00 per shipment in addition to the applicable tariff rate from point of origin to new destination.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ITEM 820 (Concluded)**

NOTE 4 – Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin (includes points and places determined by Note 1), for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin to relinquish possession thereof to a shipper or to another carrier at carrier's terminal such service, if performed, will be subject to a charge of 400 cents per 100 pounds with a minimum charge of \$50.00 per shipment and a maximum charge of \$450.00 per shipment or \$450.00 per vehicle if more than one vehicle is used to transport the shipment.

NOTE 5 - Upon instructions received by the originating carrier prior to receipt of shipment at point or origin accomplished by a through bill of lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefore (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of \$35.00 per shipment.

NOTE 6 - Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of Item 580 of NMFC or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier, subject to charges for Marking or Tagging.

NOTE 7 - The provisions governing re-consignment "prior to tender of delivery" will only apply when carrier received the request for re-consignment:

- (a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
- (b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).

Thereafter, the provisions governing re-consignment "after tender of delivery" will apply.

NOTE 8 - When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at re-consignment point, charges will be assessed on the basis of the applicable rate from point of origin to re-consignment point plus a re-consignment charge of 250 cents per 100 pounds subject to a minimum charge of \$25.00 and a maximum charge of \$285.00 per shipment or \$285.00 per vehicle if more than one vehicle is used to transport the shipment.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

◆ITEM 830**RE-DELIVERY**

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders for final delivery will be subject to the following provisions: (except as provided in Note 1)

- (a) When one or more additional tenders of final delivery is made at the consignee's place the shipment will be subject to the following charges for each such tender and for the final delivery:

350 cents per 100 pounds;

\$45.00 minimum charge (See Note 1)

\$435.00 maximum charge per shipment or per vehicle if more than one vehicle is used to transport the shipment.

- (b) All charges accruing under the provisions of this rule must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is re-delivered.

NOTE 1 - On Order-Notify shipments the minimum re-delivery charge shall be \$55.00.

ITEM 850**UNDELIVERED, RETURN SHIPMENTS**

Undelivered shipments that are returned to the initial shipper will be subject to applicable rates and charges in effect from the point of return on the date of return.

ITEM 860**SERVICE STANDARDS**

1. Unless otherwise specifically provided in customer tariffs or contracts, Nebraska Transport offers no guarantee of pickup, transportation or delivery of any shipment by any particular schedule other than with reasonable dispatch and does not offer any reduction or cancellation of freight rates, or other charges, in the event of excessive or unreasonable transit times.
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For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 870****SORT & SEGREGATE**

Unless specifically provided (See Note 2), the sorting of shipments is prohibited. Sorting is defined as the practice requiring articles to be separated or selected as to grades, brands, sizes, colors, flavors, marks, kinds, variety, class or order of articles, or special storage in vehicle, not necessary or required for the purpose of determining the legal classes or to identify the article separately for rating purposes. (See Note 1)

NOTE 1 - "Sorting" does not apply to the checking of shipments by the carrier to determine that the shipment tendered to it is correct as to the number of pieces, packages, bundles, or any other unit form of shipment, and where marking is shown as to consignee and delivery address that they coincide with the those shown on the shipping order.

NOTE 2 - When the Carrier is required by either the shipper or the consignee to sort and segregate shipments as a prerequisite to receiving a freight shipment and which service may include one or more of the following conditions:

- (a) Sorting and segregating floor loaded shipments or breaking down palletized shipments, sorting and restacking freight on the consignees pallets or slip sheets.
- (b) Waiting while consignee's receiving personnel break down individual boxes to check-in consignor's freight on order documents.

The charge for such service will be billed to the party requesting the service. If the consignee demands this service, refuses to pay for the additional service, and will refuse the shipment if the service is not performed, the charge will be billed to the shipper at \$.40 per carton subject to a minimum charge of \$40.00 per shipment.

◆ ITEM 890**SPECIAL SERVICE – POWER LIFT GATE SERVICE**

When a consignor or consignee requests and is furnished power lift gate service for pickup and/or delivery, the following charges will apply in addition to all other lawful and legal charges assessed against the shipment:

350 cents per 100 pounds 4000 cents minimum charge 13500 cents maximum charge.

◆ ITEM 900**STOP-OFFS – PARTIAL LOADING OR PARTIAL UNLOADING**

Except as otherwise specifically provided, shipments on which charges are paid on the basis of not less than 24,000 pounds, may be stopped for partial loading or for partial unloading subject to Parts 1 through 16 below:

PART 1 - SHIPPING INSTRUCTIONS;

Arrangements for any stop-off service provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation, The Bill of Lading shall designate the point or points as well as any places therein, at which shipment is to be stopped for partial loading or for partial unloading, and shall specify the quantity, markings and descriptions of articles to be loaded or unloaded, also name and address of the party or parties authorized to accept freight to be unloaded or authorized to tender freight for loading at the point or place of stop-off, and billing agent shall show this information on freight bill. The party or

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 900 (Continued)**

parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than billed consignee. Carrier's driver or other authorized agent shall make notation on freight bill, showing date, description, markings, quantity and weight of articles loaded or unloaded at point or place of stop-off.

PART 2 - STOPPING FOR PARTIAL LOADING;

Two stops will be permitted for the purpose of pickup up a (the) component part(s) of a single shipment.

Both of these stops may be within the primary point of origin or one pickup-up stop may be within primary point of origin and the other pick-up stop may be made at a point outside primary point of origin and intermediate to the point of destination provided such stop-off point is directly intermediate between such origin and destination points via the direct route over which operations are generally conducted.

PART 3 - STOPPING FOR PARTIAL UNLOADING:

- (a) Outside point of final destination (stopping enroute): Two stops in addition to the final delivery stop at which the last component part of the shipment is unloaded. May be made at points outside the point of final destination, either at same point or at separate points, provided such stop-off points are directly intermediate between the origin and destination points via the direct route over which the operations are generally, conducted, OR
- (b) Within point of final destination (split deliveries): Three stops, in addition to the final delivery stop at which the last component part of this shipment is unloaded, may be made for partial unloading within the point of final destination, OR
- (c) One stop outside the point of final delivery as described in paragraph (a) and one stop, within point of final delivery as described in Paragraph (b), in addition to the final delivery stop at which the last component part of this shipment is unloaded. May be permitted, but total stops for partial unloading shall not exceed three.

PART 4 - RESTRICTION OF SERVICES:

- (a) A shipment stopped for partial loading may not also be stopped for partial unloading.
- (b) A shipment stopped for partial unloading may not also be stopped for partial loading.

PART 5 - USE OF SEPARATE VEHICLES:

Any portion of the shipment may be picked-up, transported or delivered in separate vehicles, and all portions of the shipment need not be transported through the stop-off point or points.

PART 6 - EXTENT OF STOP-OFF SERVICE: LIMITATIONS

The service of stopping for partial loading or stopping for partial unloading, will be limited at each of such stops, including the initial pick-up and final delivery stops, to one placement of the truck at one site at one place.

PART 7 - STOP-OFF CHARGES;

Except as otherwise provided a charge of \$75.00 will be made for each stop, except the initial stop at the primary point of origin and the final at point of final destination. Such charge will be in addition to any other charges applicable to the shipment. On mixed shipments containing commodities with which the stop-off charge is different, the stop-off charge will be the highest applicable to any articles in the mixed shipment.

For explanation of abbreviations and reference marks, see last page.

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NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****ITEM 900 (Concluded)****PART 8 - NON-APPLICATION OF STOP-OFF CHARGE; LIMITATIONS**

The stop-off charge provided herein will not apply on any shipment on which a stop-off charge is provided for the same service in any Tariff made subject to this Tariff.

PART 9 - ASSESSMENT OF FREIGHT CHARGES:

- (a) The per shipment line haul charge will be the applicable charge over the route of movement from primary point of origin to final destination; from primary point of origin to any stop-off point for partial unloading, or from any stop-off point for lading component parts of the shipment to final destination, whichever is the highest.
- (b) Charges will be based on the total weight of the shipment or the applicable minimum weight, whichever is greater.

PART 10 - PAYMENT OF CHARGES:

All freight charges on shipments stopped for partial loading or unloading must be prepaid.

PART 11 - COD AND ORDER NOTIFY SHIPMENTS:

The provisions of this item will not apply "COD", "To Order", "Order-Notify", "Order Care of" shipments.

PART 12 - SECTION 7 OF BILL OF LADING PROVISIONS:

The provisions of this item will not apply on shipments on which Section 7 provisions of the Bill of Lading have been executed.

PART 13 - NO SUBSTITUTION:

The substitution of other property for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.

PART 14 - EXCLUSIVE USE OF VEHICLE:

The provisions of this item will not apply to shipments moving under the provisions of Item 470, Exclusive Use of Vehicle.

PART 15 - FAILURE TO DELIVER STOP-OFF FREIGHT:

Where bill of lading requires stop-off to unload a component part of the shipment and carrier is unable, during the hours of *:00 A.M. to 5:00 P.M., inclusive, to effect a delivery of such freight at the point or place of stop-off, that undelivered portion of such shipments shall then be subject to rules and regulations governing storage and re-delivery of freight, to the extent that such services are applicable.

PART 16 - MARKING OR TAGGING

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

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646
SCOTTSBLUFF, NE 69361

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF****◆ ITEM 910****STORAGE**

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

- A. Storage charges on freight awaiting line-haul transportation will begin at 7 A.M., the day after freight is received by the carrier.
- B. Storage charges on undelivered freight will begin at 7 A.M. the first business day (See Note 1) after notice of arrival has been given, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
- C. Freight stored in carrier's possession, will be assessed a charge of \$1.25 per 100 pounds or fraction thereof per 24 hours or fraction thereof, subject to a minimum charge of \$15.00 per day.

Note 1 - The term "business day" as used in this item means Monday through Friday excluding holidays.

◆ ITEM 920**TARPING**

When a shipment requires tarping to protect the contents of the shipment from the elements the following charges will apply.

½ tarp	\$50.00
Full Tarp	\$100.00

ITEM 930**PROTECTIVE SERVICE - HEATER OR REFRIGERATOR**

- (a) Except as otherwise provided, traffic requiring heater or refrigerator service will be accepted when suitable equipment is available, and when available, without additional charges.
- (b) Whenever heater or refrigerator service is necessary for the proper protection of shipment, consignor or owner shall notify carrier in advance of shipment, and must notate bill of lading "Heater service required", or "Refrigeration services required", as the case may be.
- (c) On LTL or AQ shipments under 6,000 lbs, the packages requiring heater or refrigerator service must be so marked to insure proper handling.

ITEM 950**TERMINAL CHARGES AT PORTS, TOLLAGE, WHARFAGE
OR PORT TERMINAL CHARGES**

Unless otherwise provided, rates and charges do not include tollage, wharfage, usage, loading or unloading charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and carriers will not absorb said charges.

For explanation of abbreviations and reference marks, see last page.

Effective: October 3, 2011

ISSUED BY: BRENT HOLLIDAY, PRESIDENT NEBRASKA TRANSPORT CO., INC. P O BOX 1646
SCOTTSBLUFF, NE 69361

NEBRASKA TRANSPORT CO, INC.**Section 2****RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

ITEM 985**VEHICLES FURNISHED BUT NOT USED**

When carrier upon receipt of a request to pickup a truckload shipment, or to furnish a vehicle for expedited service, or for the exclusive use of a consignee, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier vehicle is not used, a charge of \$150.00 per day or fraction thereof plus \$2.25 per mile from the point of origin of carrier's equipment to the pickup point, per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

ITEM 995**WEIGHTS – GROSS WEIGHTS AND DUNNAGE**

(Exceptions to NMFC Item 995)

- Sec. 1 - Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- Sec. 2 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle shall be excluded from the gross weight.
- Sec 3 - any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container of package, or a part of the vehicle, when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:
- (a) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
 - (b) The labor charge for installation of shipper or carrier furnished material will be at the rate of \$25.00 per hour or fraction thereof, for each man.

Exception - See Item 710 for provisions covering shipments loaded on pallets, platforms or skids.

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

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SCOTTSBLUFF, NE 69361

Section 2

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

AQ.....	Any Quantity
c.....	Cancelled
CFR.....	Code of Federal Regulations
Co.....	Company
COD.....	Collect on delivery
Col.....	Column
Concl'd.....	Concluded
Cont'd.....	Continued
Cou.....	Country
d/b/a.....	doing business as
Incl.....	Inclusive
I & S.....	Investigation and Suspension
KD.....	Knocked Down
LTL.....	Less than Truckload
MC.....	Minimum Charge
MF.....	Motor Freight
Min. Wt.....	Minimum Weight
MMFB.....	Middlewest Motor Freight Bureau, Agent
MWB.....	Middlewest Motor Freight Bureau, Agent
NEBT.....	Nebraska Transport Co., Inc.
NMF.....	National Motor Freight Traffic Association, Inc., Agent
NMFC.....	National Motor Freight Classification, ICC NMF 100 series
No.....	Number
NOI.....	NOI, as used in connection with an article or articles, includes only the articles which are embraced by the same NOI description in the governing classification.
NOS.....	Numbers
Sec.....	Section
St.....	Street or Saint
Sup.....	Supplement
Thru.....	Through
TL.....	Truckload
USC.....	United States Code
Via.....	By the way of
Viz.....	Namely
Vol.....	Volume
&.....	and
\$.....	dollar

EXPLANATIONS OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF, AS AMENDED

- Denotes reduction.
- ◆ Denotes increase.
- △ Denotes changes which result in neither increases nor reductions in charges.
- Denotes no change in rate.
- ∅ Applicable on interstate traffic only.
- c Denotes cancellation.

For explanation of abbreviations and reference marks, see last page.

Effective: April 2, 2007

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