

D.M. BOWMAN, INC.  
SECTION 900

ACCESSORIAL CHARGES PERTAINING TO  
BULK TRANSPORTATION SERVICES

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Issued by  
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Item 901APPLICATION OF ACCESSORIAL CHARGES

In addition to the line haul or base rate for any bulk shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on the Carrier's invoice for services rendered. Accessorial charges will be assessed to the "Bill To" (consignor or consignee) upon whom the carrier is acting on behalf of. Responsibility of charges cannot be transferred unless agreed to in writing by the carrier and the accepting party.

Item 902DETENTION -VEHICLES WITH POWER UNITS

(A) Applies on shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for herein, at time of delivery to the consignee, or at time of pick-up at the consignor's when such delay is not the fault of carrier.

(B) Charges for detention will be charged to the "Bill To" when occurred in the course of loading or unloading.

(C) When computing time, the beginning time shall be the time when the driver notifies the shipper or consignee of driver's arrival and when the tanker is available for loading or unloading, but in no case shall time commence prior to the time of any appointment. Loading and unloading time end when all connections have been removed, necessary shipping documents have been executed and the tank truck is ready to leave the premises

(D) When computing detention charges, 1 hour free time will be allowed for loading and 1 hour free time for unloading. When delay occurs beyond the free time allowed, the charge for detention shall be \$72.00 per hour or fractions thereof.

(E) If unloading has not been completed and cannot be completed that day, through no fault of the carrier. Carrier will return to carrier's terminal with what freight has not been unloaded, but carrier shall return the next business day to the site designated by the shipper or consignee with the balance of the freight.

In that event the original head haul rate, or a charge of \$400.00 which ever is greater, will apply.

(3) Additionally a Tanker detention fee of \$125.00 for the first 12 hour period or portion thereof and every 12 hours period and portion thereof thereafter, will apply, beginning from the time the Tanker is returned to the carriers terminal and ending when it the Tanker is released for dispatch.

(F) If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately. When delay occurs beyond free time, the charge for detention shall be \$72.00 per hour or fractions thereof.

(G) Carrier shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at that time. If shipper or consignee refuses to sign these records, carrier's records will govern.

Item 903LAYOVER

When equipment is held overnight, and driver is not required to be on duty, in attendance with the vehicle, a minimum charge of \$500.00 will apply.

Item 904EQUIPMENT ORDERED BUT NOT USED

When the carrier, upon receipt of a request to pick-up a shipment furnishes a vehicle for the exclusive use of a consignee or consignor, has dispatched a vehicle for such purposes and, due to no fault of the carrier, the vehicle is not used a charge of \$3.50 per actual mile driven by the vehicle shall apply, subject to a minimum charge of \$400.

Item 905  
RECONSIGNMENT OR DIVERSION

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

- (A) A request for reconsignment or diversion must be confirmed in writing, which shall include facsimile transmissions.
- (B) A reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment were originally scheduled for movement to the final destination.
- (C) A diversion en route shall bear a charge of \$75.00 for each shipment reconsigned or diverted. Transportation charges shall be assessed at the rate applicable from point of origin to final destination at the mileage rate determined by the carrier. Mileage shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point.
- (D) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the destination point. Additionally rules and charges in item 902 will apply.

Item 906  
STOP-OFFS

The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided.

- (A) Shipments received covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of carrier's operations or as otherwise agreed by carrier.
- (B) The bill of lading shall designate the following: (1) Stop-off point or points and places. (2) The weight, quantities, of articles to be loaded or unloaded. (3) The name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.
- (C) The rate that shipper shall pay for carrier's stop-off service shall be \$72.00 for each stop in transit.
- (I) Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination via the stop of point.

Item 907  
REJECTED OR REFUSED SHIPMENTS

If any shipment is rejected or refused, wholly or in part, by the consignee at destination for any reason not attributable to carrier, before carrier's vehicle has left the premises, it may be returned to the point of origin upon order of the shipper, and a charge of twenty-five per cent (25%) of the outbound rate will be assessed. The applicable rate and minimum weight from point of origin to destination will be charged for the outbound movement in the usual manner. Time consumed while waiting for orders under this rule will be considered as part of the unloading time and will be charged for as provided in item 902. Tanker detention will be charged in accordance with item 902 E (3)

Freight remaining unclaimed for a period of 30 days after the first delivery attempt has been made, shall be sold by auction or disposed of by other reasonable methods. Proceeds or cost from such sale or disposal shall be applied to the charges for the transportation, reconsignment and storage of the property. Any excess proceeds shall be remitted to the property owner, upon presentation and verification of proper claim.

Item 908  
SPECIAL SERVICES - EMPTY MILES AT CONSIGNEE OR CONSIGNOR'S CONVENIENCE

When carrier agrees to relocate equipment at the request of consignor or consignee for consignor or consignee's convenience, a charge of \$1.75 per mile will be billable to the consignor or consignee making the request. Empty miles will be calculated from empty equipment origin to point of equipment utilization based upon the applicable mileage guide. Carrier will notify shipper of the location of subject equipment prior to movement.

January 1, 2007

Item 909  
WEIGHING CHARGE

When a consignor or consignee requires equipment to be weighed before loading and after loading, and secure weight tickets this service, will be performed by the carrier at a charge of Fifty dollars (\$50.00) per weighing unless weighing is done without charge to the carrier on premises of shipper or consignee within free time provided for loading.

If, in the process of weighing, it is necessary to travel off the direct route from point of origin to point of destination, an additional charge of one hundred and seventy five cents (175 cents) for each out-of-route mile shall be assessed in addition to all other charges.

Item 910  
EXTRA HOSE

Either four (4) or six (6) inch hose, inside diameter, can be provided. When it is necessary to provide hose, in excess of 25 feet to affect either the pickup or delivery, or both, of a shipment, the following provisions and charges will apply.

Footage of hose in excess of 25 feet as computed in paragraph above, will be charged for on the basis of 150 cents per foot for the feet additional. For the purpose of this rule, the footage of hose will be computed as follows:

- Loading Operations - From the shipper's discharge point to carrier's vehicle intake point.
- Unloading Operations - From the point of discharge of carrier's vehicle to receiver's intake point.

When it is necessary for carrier to dispatch a service truck to either origin or destination to provide extra hose, an additional charge of \$50.00 per hour or any portion thereof will be assessed.

Item 911  
CIRCUITOUS ROUTES

The shortest route from origin to destination over which the shipment can be transported will be computed by Rand McNally Milemaker; when it becomes lawfully or physically impossible to use that route from origin to destination because of restrictions imposed by local, state, or federal authorities or because of any other conditions beyond carrier's control. An alternate route will be established and if the alternate route mileage from origin to destination exceeds the shortest route mileage from origin to destination by more than ten percent (10%), the applicable rate will be determined by using the alternate route mileage.

Carrier will notify shipper of use of alternate route, when they the carrier becomes aware. The freight bill *must* bear the notation: "Alternate route used due to \_\_\_\_\_."

Item 912  
TANK CLEANING

Carrier will make diligent effort to furnish tank vehicles suitable for transportation of commodities named, the interior of which have been rough cleaned at carrier's expense. Rough cleaned means made reasonably free from remains of material foreign to the commodity for transportation. Upon consignor or consignee request, cleaning services above or beyond rough cleaning will be provided at actual cost to carrier. Actual cost will include the charge for cleaning by vendor and all other charges provided herein.

Carrier will, in request before dispatch, advise shipper or its agent as to commodity last transported in tank vehicles with which it proposes to transport commodity offered for transportation, and shall on arrival permit inspection of interior of vehicles or accessory equipment by authorized agent or shipper.

When a tank which has been properly presented by carrier to consignor and consignor rejects said tank through no fault of carrier, and tank must be cleaned or replaced at the request of consignor, the actual cost of re-cleaning will be assessed.

Consignor may elect at his own expense to re-clean interior of tank, in which case equipment will be considered available for loading and detention will be accessed in accordance with item 902

When carrier furnishes tank vehicles and consignor loads said vehicle, carrier will not assume any responsibility or liability for contamination of commodity loaded into such vehicle.

Item 912

TANK CLEANING- CONTINUED

When carrier tenders tank to shipper, and the last load transported in said tank was the same commodity as to be loaded, and shipper rejects tank for loading, carrier will clean tank at request of shipper, and the actual cost of cleaning will be assessed.

Cleaning charges to be billed to customers shall include all costs relating to cleaning, disposal of effluents and, if applicable, any hazardous waste tax or surcharge.

Where carrier furnishes tank vehicle to transport commodity named by shipper, and shipper loads said vehicle, then shipper will indemnify and hold carrier harmless and will pay carrier all costs incurred by carrier if product loaded:

Damages or destroys said vehicle.

Renders said vehicle unusable until properly cleaned or deodorized.

Leaks from said vehicle because of incompatibility with said vehicle and results in damage or contamination to the environment.

Results in civil or criminal actions against the carrier by third parties because of incompatibility of product loaded with the vehicle tendered

Item 913

BLOWER CHARGES

Upon request from consignor or consignee, carrier will supply tractor equipped PTO blowers to facilitate loading or unloading where blowers are not available. The fee assessed will be \$60.00 per load.

Item 915

PAST DUE BALANCES

All invoices not paid within 30 days are subject to a fee of 1.5% of the outstanding amount, charged per month, such interest to accrue from the date the carrier's bill of lading was issued until fully paid. All amounts past due shall be subject to collection efforts by the carrier or its agent. The purchaser shall also be responsible for payment of all reasonable collection fees incurred by the carrier. any charges still outstanding after 90 days from date of delivery are subject to collection, and all collection or arbitration expenses, attorney's fees, and court costs will be borne by the purchaser; all claims, requests for adjustments, or notification of errors must be made within thirty days, or charges are considered accepted; this agreement shall apply to all current and future charges unless revocation is received by registered mail; credit privileges may be withdrawn at any time without invalidating the terms of this agreement. Any disputes pursuant to the agreement shall be resolved in Federal or State Court(s) located in Maryland and in accordance with the laws of that jurisdiction. Purchaser hereby consents to the jurisdiction of the State and/or Federal Trial Courts located in Maryland and waives any objections to venue on the basis of non-convenient forum or any other reason.