

RULES TARIFFS
GOVERNING
MOTOR CARRIER TRANSPORTATION SERVICES
(EXCEPT HAZARDOUS MATERIALS AND HOUSEHOLD GOODS)
BETWEEN POINTS IN NORTH AMERICA (EXCEPT AK AND HI)
BY
PRECISION HEAVY HAUL, INC.
US DOT Number 490862
Motor Carrier Docket No. MC-216287
AN FMCSA COMMON CARRIER OF PROPERTY

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

ISSUED BY:
PRECISION HEAVY HAUL, INC.
8145 WEST HARRISON
TOLLESON, AZ 85353

EFFECTIVE:
September 15, 2011

PRECISION HEAVY HAUL, INC.
SUMMARY OF ACCESSORIAL CHARGES

(As defined in Rules Tariff PHH 100-I Effective 09-15-2011)

<u>Item</u>	<u>Subject</u>	<u>Description</u>
120	CONGESTED AREA DELIVERY CHARGE.....	Hourly rate determined by most current version of Carrier's rate sheet on all shipments destined to certain zip codes.
122	EXPEDITED SERVICE.....	Additional Charge of 15% of the total linehaul charges.
130	PAYMENT / COLLECTION OF CHARGES.....	Payment due within 15 calendar days of billing date. After 30 days, a 1.5% late fee will apply (18% APR).
135	DETENTION – TRACTOR-TRAILER UNITS.....	Hourly rate determined by most current version of Carrier's rate sheet beyond one hour free time.
145	SPECIAL EQUIPMENT.....	Additional charges of 20% of total linehaul charges.
150	EQUIPMENT ORDERED AND NOT USED.....	Mileage or hourly determined by most current version of Carrier's rate sheet from the last destination to designated pickup, subject to a four hour minimum.
156	OVERNIGHT LAYOVER PER DIEM.....	Single drivers \$125.00 per overnight layover Team drivers \$250.00 per overnight layover
160	LOADING AND/OR UNLOADING.....	Per quote or Hourly determined by most current version of Carrier's rate sheet
175	PROOF OF DELIVERY.....	No charge if POD retrieved by Customer from Carrier's internet based application. \$25.00 per copy if Carrier is required to retrieve POD. All payments due in advance.
185	MINIMUM CHARGES.....	Applicable on per hour rates determined by most current version of Carrier's rate sheet
190	RECONSIGNMENT OR DIVERSION.....	Applicable hourly rate will apply from origin via the stop-off points and the original destination to the reconsigned or diverted destination; original destination will be considered a stop in transit. Detention charges will be applied if delayed. Hourly rates determined by most current version of Carrier's rate sheet will apply in addition to all other charges.
200	RELEASED VALUE.....	\$2.50 per pound per shipment. Maximum \$250,000 per shipment. unless otherwise stated
210	FUEL SURCHARGE.....	Applied according to the EIA Index of Retail On Highway Diesel Fuel Price applicable on day shipment is loaded.

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**PRECISION HEAVY HAUL, INC.
SUMMARY OF ACCESSORIAL CHARGES
(CONTINUED)**

220	SPOTTING / RIGGING SERVICES/ LABOR.....	Hourly determined by most current version of Carrier's rate sheet for spotting / rigging services or labor to reposition equipment.
250	APPLICATION OF RATES.....	All rates contained within this Rules Tariff are based upon carrier providing one driver and vehicle with proper equipment.
255	SUBSTITUTED SERVICES.....	For its operating convenience, carrier reserves the right to hire other carriers qualified subcontractors to provide all or part of given movements.
260	CURRENT HAULING RATES.....	Available upon request

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PRECISION HEAVY HAUL, INC.
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 RULES

ITEM	
5	<p style="text-align: center;">APPLICATION OF PROVISIONS</p> <p>The provisions of this rules tariff apply to the direct provision and/or indirect sub-hired arrangement of transportation of all shipments by Precision Heavy Haul, Inc. (referred to herein as the “carrier”) except as otherwise provided in specific rate items or in separate written transportation agreements between carrier and a shipper (referred to herein as a “shipper contract”). The party responsible for payment of freight charges will be responsible for payment of the charges provided for herein. In the event of a conflict between the provisions hereof and the provisions of the shipper contract, the provisions of the shipper contract will prevail.</p>
10	<p style="text-align: center;">PAYMENT IN U.S. FUNDS</p> <p>Rates and charges named herein, or in tariffs or shipper contracts, are stated in, and are payable in, U.S. Funds.</p>
50	<p style="text-align: center;">DEFINITIONS</p> <p>Except as otherwise provided, for the purpose of this tariff, the following definitions shall apply:</p> <ol style="list-style-type: none"> 1. <u>“Permitted load”</u> is defined as a shipment to be transported on equipment requiring special permits from state or federal regulatory agencies prior to transportation on a highway. 2. <u>“Legal load”</u> is defined as a shipment to be transported on equipment that does not require special permits from state or federal regulatory agencies prior to transportation on a highway. 3. <u>“Booster”</u> or <u>“jeep”</u> or <u>“dolly”</u> are defined as auxiliary axles added to equipment, including the 5th wheel attachment. 4. <u>“Lowbed”</u> or <u>“single drop”</u> are defined as trailers with loading beds 18 inches to 42 inches from the road surface. 5. <u>“Towload”</u> is defined as the use of a tractor only in order to haul wheeled equipment. 6. <u>“Special Equipment”</u> includes the following: <ol style="list-style-type: none"> (a) A vehicle (truck, trailer or semi-trailer) specially designed for the transportation of extremely heavy or bulky machinery or other unusually heavy or bulky articles. (b) Mechanical equipment used for the loading or unloading or unusually heavy or bulky articles. 7. <u>“Standard trucks”</u> or <u>“standard trailers”</u> are defined as trucks or trailers other than those described under 3,4 ,5, 6 8. <u>“Shipment”</u> is defined as a quantity of freight received from one shipper at one point with delivery to one consignee at one destination, utilizing one bill of lading or shipping order, except as otherwise specifically provided. 9. <u>Business day or business hours</u>: Business is conducted during regular business days and business hours, Mondays thru Fridays, 7:00 a.m. to 5:00 p.m. Business conducted Saturdays, Sundays or Holidays is subject to additional charges as specified. <p style="text-align: center;">(continued on next page)</p>

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ITEM										
50 (cont.)	<p style="text-align: center;">DEFINITIONS (Continued)</p> <p>10. <u>Holidays</u> include days generally observed as a holiday by the carrier at the point at which the service is performed, in addition to the following nationally observed holidays:</p> <table border="0" style="width: 100%;"> <tr> <td>New Year's Eve</td> <td>Independence Day</td> <td>Day after Thanksgiving</td> </tr> <tr> <td>New Year's Day</td> <td>Labor Day</td> <td>Christmas Eve</td> </tr> <tr> <td>Memorial Day</td> <td>Thanksgiving Day</td> <td>Christmas Day</td> </tr> </table> <p>11. <u>Operated Miles</u> is defined as total miles traveled by each unit of equipment operated by carrier from point of origin to destination. Rates apply to loaded miles.</p> <p>12. <u>Unit of Equipment</u> is defined as each tractor, trailer or semi-trailer or any combination of said vehicles operated as a single unit.</p> <p>13. <u>Deadhead Miles</u> is defined as travel by an unloaded vehicle between the point of origin and point of destination that exceed the total loaded miles</p> <p>14. <u>Hourly Rates</u> is defined as portal to portal from or to carrier's terminal inside 100 miles.</p> <p>15. <u>Carrier's Terminal</u>: Unless otherwise provided, when rates from or to carrier's terminal, the term means that terminal performing the transportation.</p> <p>16. <u>Vehicle</u> is defined as a motor truck, tractor, trailer or semi-trailer, or any combination of such vehicles operated as a single unit.</p>	New Year's Eve	Independence Day	Day after Thanksgiving	New Year's Day	Labor Day	Christmas Eve	Memorial Day	Thanksgiving Day	Christmas Day
New Year's Eve	Independence Day	Day after Thanksgiving								
New Year's Day	Labor Day	Christmas Eve								
Memorial Day	Thanksgiving Day	Christmas Day								
100	<p style="text-align: center;">BILLS OF LADING</p> <p>Individual receipts or bills of lading issued in connection with shipments transported or arranged by carrier are merely prima facie evidence of the kind and quantity of freight received and do not constitute a contract of carriage. The terms and conditions under which carrier transports or arranges such shipments, and carrier's liability in connection therewith, are determined solely and entirely by (i) the specific rate items applicable to the shipment; (ii) the provisions set forth herein; and (iii) the provisions of any applicable shipper contract. In the event of a conflict between the provisions hereof and the provisions of a shipper contract, the terms of the shipper contract will prevail.</p>									
105	<p style="text-align: center;">CLAIMS</p> <p>(A) Claims for cargo loss or damage, overcharge, duplicate payment and over collection of freight charges are governed by, and will be processed by Carrier in accordance with regulations of the United States Department of Transportation.</p> <p>(B) Shortage in or damage to contents of a shipping container, which could not have been determined at the time of delivery, must be reported by the consignee to the carrier upon delivery and consignee must request an inspection by the carrier's representative. Notice of shortage or damage and request for inspection, which is given by telephone or in person, must be confirmed in writing within 10 days after the initial notice. If more than fifteen days have elapsed between the date of delivery and the date the carrier receives the report of shortage or damage and request for inspection, the consignee must provide reasonable evidence to the carrier's representative at the time the inspection is made that the shortage or damage was not caused by the consignee. Consignee must maintain the shipping container and its contents in the same condition they were in when shortage or damage was discovered.</p> <p style="text-align: right;">(continued on next page)</p>									

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 RULES

ITEM	CLAIMS (continued)
105 (cont.)	<p>(C) A claim for loss or damage to cargo will not be paid unless filed, as provided in paragraph (D) of this Item, with carrier, at its home office, within nine (9) months after the date commenced transporting the cargo.</p> <p>(D) A written or electronic communication from claimant, filed with carrier within the time limit specified in paragraph (C) of this item; and (1) containing facts sufficient to identify the shipment, (2) asserting liability for alleged loss or damage, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions of this Item.</p> <p>(E) Notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, standing alone, will not constitute sufficient compliance with the provisions of this Item.</p> <p>(F) Whenever a claim is presented for an uncertain amount, such as "\$100 more or less," carrier may determine the condition of the shipment involved at the time of delivery and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. Carrier will not, however, pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of paragraph (D) of this Item.</p> <p>(G) Carrier or its insurer, will, upon receipt in writing or by electronic transmission of a proper claim in the manner and from described in this Item, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.</p> <p>(H) Carrier or its insurer, to the extent possible, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by carrier; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier will at that time and at the expiration of each succeeding 60-day period in which the claim remains pending, attempt to advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof.</p> <p>(I) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof, to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties known to carrier to have or claim an interest in the property, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Proceeds from such sale or disposition shall be held in trust by carrier pending determination of liability for loss or damage in accordance with the provisions of this Item.</p>

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ITEM	
110	<p style="text-align: center;">COLLECT ON DELIVERY (C.O.D.) SHIPMENTS</p> <p>Collect on delivery (C.O.D.) shipments will be accepted subject to the following provisions:</p> <p>(A) Carrier must be notified at the time it agrees to transport the shipment that C.O.D. service is being requested.</p> <p>(B) The following, with the words "Collect on Delivery" must appear prominently and legibly on the bill of lading:</p> <p style="text-align: center;">Collect on Delivery \$ _____ and remit to: Name: Address:</p> <p>(C) Carrier may accept a personal check issued by or on behalf of the consignee in payment of the C.O.D. amount.</p> <p>(D) Carrier will accept personal checks, cashier's checks, certified checks, and money orders or cash as the agent of the consignor and only at the consignor's risk. Carrier's responsibility for the C.O.D. payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor or to such other party as may be designated by the consignor as the payee, within fifteen (15) business days after receipt by carrier. Credit card charges will be added as an additional administration fee of 4% of all charges.</p> <p>(E) The charge for collecting and remitting the C.O.D. payment will be \$100.00 per shipment in addition to all other applicable charges.</p>
115	<p style="text-align: center;">COMMERCIAL ZONES</p> <p>Rates or charges applying from or to points named in tariffs subject hereto will also apply from or to places within or adjacent to corporate limits or integral parts of incorporated or unincorporated communities within a twenty (20) mile radius as determined by most current version of Carrier's rate sheet.</p>
122	<p style="text-align: center;">EXPEDITED SERVICE</p> <p>When consignor or consignee requests expedited services that require the use of additional resources, a charge equal to Five Percent (5 %) of the total linehaul charges will be assessed in addition to all other applicable charges. However, carrier is obligated to use its best judgment in providing such service and is not obligated to operate without due regard to safety and regulations.</p>

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ITEM									
125	<p style="text-align: center;">CHANGE IN OWNERSHIP</p> <p>Rates which apply for the account of a named shipper will not be applied to a successor in interest to that shipper until carrier has been notified in writing of the change in ownership.</p>								
130	<p style="text-align: center;">PAYMENT / COLLECTION OF CHARGES</p> <p>Carrier may, in its discretion, relinquish possession of freight prior to payment of charges provided carrier is satisfied that such charges will be paid within the credit period provided herein.</p> <p>Unless otherwise provided in shipper contracts, charges shall be paid within fifteen (15) calendar days (including Saturdays, Sundays and legal holidays) after the day following presentation of invoice.</p> <p>Payments received more than thirty (30) days after the date of invoice will be assessed a late payment fee equal to 1.5% of the total freight bill, for each period of 30 days, or portion thereof (including Saturdays, Sundays and legal holidays), from the date of invoice until the day payment is received, in addition to all other charges.</p>								
135	<p style="text-align: center;">DETENTION – TRACTOR-TRAILER UNITS</p> <p>(A) FREE TIME</p> <p>One (1) hour free time per stop for loading and unloading will be allowed when carrier provides a tractor and trailer unit. Free time commences when the tractor-trailer unit is made available for loading or unloading. Free time applies only if loaded miles exceeds 100 (Loading or unloading at separate facilities in the same municipality are considered separate stops and are subject to the stop charge provisions of Item 205).</p> <p>(B) DETENTION CHARGES</p> <p>When carrier’s tractor-trailer unit is detained at a stop longer than the free-time allowance, the following detention charges will be assessed in addition to all other applicable charges:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>Detention Time In Excess Of Free Time</u></td> <td style="text-align: right;"><u>Charge</u></td> </tr> <tr> <td>Each one (1) hour period or fraction thereof determined by most current version of Carrier’s rate sheet</td> <td></td> </tr> <tr> <td>Maximum Charge per 24 hours for single driver (See Layover Item 156) determined by most current version of Carrier’s rate sheet</td> <td></td> </tr> <tr> <td>Maximum Charge per 24 hours for team drivers (See Layover Item 156) determined by most current version of Carrier’s rate sheet</td> <td></td> </tr> </table> <p style="text-align: center;">(continued on next page)</p>	<u>Detention Time In Excess Of Free Time</u>	<u>Charge</u>	Each one (1) hour period or fraction thereof determined by most current version of Carrier’s rate sheet		Maximum Charge per 24 hours for single driver (See Layover Item 156) determined by most current version of Carrier’s rate sheet		Maximum Charge per 24 hours for team drivers (See Layover Item 156) determined by most current version of Carrier’s rate sheet	
<u>Detention Time In Excess Of Free Time</u>	<u>Charge</u>								
Each one (1) hour period or fraction thereof determined by most current version of Carrier’s rate sheet									
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ITEM					
135 (cont'd)	<p style="text-align: center;">DETENTION – TRACTOR-TRAILER UNITS (continued)</p> <p>(C) The charges provided for in this Item will be assessed in addition to all other applicable charges and will be the responsibility of the party paying the freight charges.</p>				
145	<p style="text-align: center;">SPECIAL EQUIPMENT</p> <p>Except as otherwise provided herein in specific rate items or shipper contracts, carrier’s rates apply only in connection with the use of carrier’s standard bed trailers. Other types of trailers, such as dropdeck trailers, lowboy trailers etc. may be furnished on request, if available, at a charge, in addition to all other applicable charges.</p>				
150	<p style="text-align: center;">EQUIPMENT ORDERED AND NOT USED</p> <p>If, due to no fault or negligence of carrier, carrier’s equipment that has been dispatched to load at a shipper’s request is not utilized, the party requesting the equipment will be assessed an hourly charge port to port determined by most current version of Carrier’s rate sheet In the event the shipment is cancelled after the driver has arrived for loading, detention charges under the provisions of Item 135 will apply in addition to all other charges at cost + 15%.</p>				
155	<p style="text-align: center;">LIMIT OF SERVICE</p> <p>(A) Carrier is not obligated to arrange transport of shipments for which it does not have available or suitable equipment or to perform accessorial services for which provisions have not been made herein or in specific rate items or shipper contracts.</p> <p>(B) Carrier is not obligated to provide services when, in carrier’s judgment, the condition of roadways, bridges, streets, alleys or facilities over which carrier’s equipment must operate makes such operation unsafe or impractical.</p>				
156	<p style="text-align: center;">OVERNIGHT LAYOVER</p> <p>If after arrival at the point of loading or unloading, Carrier is required by the Consignor or Consignee or Agent to load or unload the following day, causing an overnight layover, the following charges will apply. Weekend layover is defined as a delay from either Friday or Saturday until Monday.</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Single driver</td> <td>\$125.00 per overnight layover</td> </tr> <tr> <td>Team drivers</td> <td>\$250.00 per overnight layover</td> </tr> </table>	Single driver	\$125.00 per overnight layover	Team drivers	\$250.00 per overnight layover
Single driver	\$125.00 per overnight layover				
Team drivers	\$250.00 per overnight layover				

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160	<p style="text-align: center;">LOADING AND/OR UNLOADING</p> <p>Shipments will be loaded by shipper and unloaded by consignee:</p> <p>(A) Except as specifically provided in individual rate items or shipper contracts, when carrier is requested to provide special loading or unloading services, including special positioning of cargo, carrier will arrange to provide such service for the following additional charges (based on actual gross weight): cost plus 15%.</p> <p>(B) As used herein ordinary “loading” and “unloading” means the act of transferring freight between carrier’s trailer and an area immediately adjacent to and accessible from the trailer.</p> <p>(C) If carrier is requested to furnish additional labor to load or unload, such labor will be charged for at the carrier’s actual cost, in addition to all other charges, plus 15%.</p> <p>(D) The charges provided for in this Item will be assessed in addition to all other applicable charges and will be the responsibility of the party paying the freight charges.</p>
165	<p style="text-align: center;">MILEAGE COMPUTATIONS</p> <p>If mileage rates are utilized to compute freight charges: Mileage rates are governed by the current version of Mapquest, as determined and calculated by carrier.</p>
170	<p style="text-align: center;">OVERWEIGHT SHIPMENTS</p> <p>Carrier will endeavor to arrange shipments with a gross weight exceeding the maximum weight that can lawfully be transported in the equipment furnished by carrier, subject to availability, timing and carrier’s obtaining necessary permits. Rates are determined by weight and configuration sheet.</p>
175	<p style="text-align: center;">PROOF OF DELIVERY</p> <p>Carrier will furnish one copy of the bill of lading showing the receiver’s signature with the freight bill at no charge.</p> <p>Additional copies will be furnished on request for a charge of \$25.00 per copy, payable in advance.</p>

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178	<p style="text-align: center;">PERMITS, SPECIAL ESCORTS, PROPERTY REMOVE AND REPLACE</p> <p>Except as otherwise provided, where due to size, shape or weight due to its dangerous characteristics a shipment requires special permits from federal, state or municipal authorities, the following provisions will apply:</p> <p style="padding-left: 40px;">The purchase cost of such permits and all other expenses necessary to secure such permits and all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such equipment, which would not normally be required on shipments not requiring permits, will be paid by the carrier, unless an advance payment is required</p>
180	<p style="text-align: center;">RATE PRECEDENCE</p> <p>Generally, one rate will apply to a shipment. However, if more than one rate applies to a shipment, the rate to be assessed will be determined on the basis of negotiation by the parties, and negotiated rates will be contained in a writing agreed to by the parties before shipment commences.</p>
185	<p style="text-align: center;">MINIMUM CHARGES</p> <p>Minimum charges shown herein or in specific rate items do not include accessorial charges.</p>
187	<p style="text-align: center;">SPECIFIC ROUTING</p> <p>When shipper or consignee requests transportation of a shipment over a particular route, or the shortest route is not feasible due to highway or shipment restrictions, the carrier's discretion over longer specified route will be used in determining charges.</p> <p style="padding-left: 40px;">(A) Alternate routing requirements and/or altitude restrictions must be provided before the load is tendered to carrier and must be noted prominently on the bill of lading and directly communicated to carrier and not solely its driver before loading shipment.</p> <p style="padding-left: 40px;">(B) All toll charges, highway use fees, special permit charges and/or any other additional charges incurred as a result of the requested or required route will be assessed in addition to all other applicable charges, plus 15% of cost.</p>

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ITEM	
190	<p style="text-align: center;">RECONSIGNMENT OR DIVERSION</p> <p>Shipments may be reconsigned or diverted subject to the following conditions:</p> <ul style="list-style-type: none"> (A) The term “reconsignment” or “diversion” means any of the following: <ul style="list-style-type: none"> (1) A change in the name or address of consignor or consignee. (2) A change in the destination or in the stop in transit. (3) Freight which is refused, rejected, unclaimed or undelivered for any reason beyond carrier’s control. (4) Any other instructions given by consignor, consignee, or owner necessary to effect changes in delivery. (B) A charge determined by most current version of Carrier’s rate sheet per reconsignment or diversion will be made in addition to all other applicable charges. (C) A request for reconsignment or diversion must be made to carrier in writing and confirmed in writing by the party responsible for freight charges. (D) When a reconsignment or diversion order is received by the carrier, a reasonable effort will be made to locate the shipment and to effect the requested change, but carrier will not be responsible for failure to effect such change. (E) The rates to be applied on shipments accorded reconsignment or diversion privileges are rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point(s) or hours consumed. If the shipment reaches its original destination, the original destination will be considered a stop in transit under this Item and stop charges applied per Item 205. In the event that the shipment is returned to the original origin, a roundtrip rate will apply on all miles, subject to a four hour minimum charge inside 100 mile radius determined by most current version of Carrier’s rate sheet will be applied at the turn around point and applied per Item 205. (F) If Shipper requests and Carrier is able to comply, Carrier will hold the shipment on its trailer and redeliver at a later time. Detention charges will apply per Item 135 when this occurs. (G) If the shipment is placed in public storage or warehouse, all lawful charges applying under this tariff or tariffs subject hereto must be paid by the shipper. The carrier shall not be liable for any charges resulting from placing such shipments in public storage warehouse and carrier’s liability for the shipment ends upon receipt to the warehouseman. (H) The party responsible for payment of freight charges will be responsible for payment of the charges provided for herein. (I) Any delay to the tractor and trailer incurred while Carrier awaits instructions from Shipper and Consignee on disposition of a shipment will be charged as detention under the provision of Item 135, with no free time allowed.

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

ISSUED BY:
 PRECISION HEAVY HAUL, INC.
 8145 WEST HARRISON
 TOLLESON, AZ 85353

EFFECTIVE:
 September 15, 2011

PRECISION HEAVY HAUL, INC.
RULES

ITEM	
200	<p style="text-align: center;">RELEASED VALUE</p> <p>(A) Except as otherwise specifically provided in individual shipper contracts, unless the shipper shall have declared a higher value in accordance with the provisions of this Item and shall have paid the additional charge provided for herein, the shipper shall be deemed to have declared a value not to exceed \$250,000 per trailer load of freight, determined at a per pound rate of \$2.50.</p> <p>(B) Freight with a declared value in excess of \$250,000 per trailer load will be accepted subject to the following provisions:</p> <p>(1) Carrier must be notified in writing at the time it agrees to transport the freight that a value in excess of \$250,000 per trailer load will be declared and the amount of the declared value of the freight, and broker must have agreed, in a writing signed by an authorized representative, to accept the freight at the declared value. Carrier's driver is <u>not</u> an authorized representative for this purpose.</p> <p>(2) The following must appear prominently and legibly on the bill of lading:</p> <p style="text-align: center;">“The declared value of all of the property constituting this trailer load of Freight is hereby stated by the shipper to be not more than \$_____.”</p> <p>(3) A charge of \$5.00 per \$100.00 of declared value in excess of \$250,000 in addition to all other applicable charges will be assessed.</p> <p>Carrier's liability for loss or damage to the freight will not exceed the actual value of the freight or the value declared in accordance with this Item, whichever amount is less.</p>
210	<p style="text-align: center;">FUEL SURCHARGE</p> <p><u>Overview:</u> Due to the volatile nature of diesel fuel prices, a fuel surcharge will be applied to all shipments to compensate Carrier for fuel cost increases.</p> <p>Based on the national average for the Rocky Mountain region, a fuel surcharge may apply in addition to quote if diesel cost is more than \$2.50 per gallon at time of move. This average is adjusted weekly, based on the price per gallon of fuel. www.eia.gov/oog/info/gdu/gasdiesel.asp</p> <p><u>Review:</u> Adjustments will be made each Monday based upon the rates posted that day, and will be applied on all shipments loaded on or after that date until the next adjustment. In the event of a holiday on Monday, the rate for Tuesday will be used and will apply on all shipments loaded on or after that Tuesday.</p> <p style="text-align: center;">SEE ATTACHMENT “A”</p>

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ITEM	
220	<p style="text-align: center;">SPOTTING / RIGGING/ LABOR SERVICES</p> <p>All actual charges resulting from spotting / rigging/ labor services to reposition equipment to and from the shipper or consignee’s dock for loading or unloading will be the responsibility of the party responsible for paying the freight charges.</p>
250	<p style="text-align: center;">APPLICATION OF RATES</p> <p>SPECIAL NOTATIONS AND APPLICATIONS:</p> <ol style="list-style-type: none"> 1. All rates and/or charges found within this tariff are based upon the carrier supplying: <ol style="list-style-type: none"> a. Cargo insurance coverage for the goods tendered at the carrier’s released valuation limit as set forth in the item titled “Released Valuation” and found within this tariff. 2. All rates and/or charges found within this tariff are based upon the shipper supplying: <ol style="list-style-type: none"> a. The load onto the carrier’s vehicle and allowing it to depart within one hour of the time set by the shipper for the carrier to arrive for loading. 3. All rates and/or charges found within this tariff are based upon the consignee supplying: <ol style="list-style-type: none"> a. The unloading from the carrier’s vehicle and allow it to depart within one hour of the time set by the consignee for the carrier to arrive for unloading. 4. All rates and/or changes found within this tariff are based upon: <ol style="list-style-type: none"> a. That the shipment tendered conforms to all regulations of dimension and weight. b. That all shipments are tendered for transport at the carrier’s released valuation limit as set forth in the item titled “Released Value.” <p>SPECIALIZED TRUCKS, TRACTORS, AND TRAILERS Additional charge will be made do to the required use, or by request of shipper, of specialized trucks, tractors, and trailers.</p> <p>OVER DIMENSIONAL / OVERWEIGHT SHIPMENTS In addition to all other charges, an additional charge will be made to the core tariff charge for over dimension / overweight shipments, as follows:</p> <p>DEFINITIONS:</p> <ol style="list-style-type: none"> 1. “Over dimensional” is used herein to mean any item or shipment, after being loaded onto carrier’s equipment, that requires Federal, State, County, or Local permits for legal movement of the shipment. 2. “Overweight” is used herein to mean any item or shipment which, after being loaded onto carrier’s equipment, exceeds Federal or State bridge laws, or requires special permits for legal movements of the shipment. <p>Over dimensional / Overweight charges increase the core tariff by a minimum of one rate bracket determined by most current version of Carrier’s rate sheet.</p>

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ITEM	
255	<p style="text-align: center;">SUBSTITUTED SERVICES</p> <p>For its operating convenience, carrier reserves the right to hire other carriers qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to the shipper by this Circular, Bill of Lading, and/or contract will be provided.</p>
260	<p style="text-align: center;">AZ HAULING RATES</p> <p>Available upon request</p>
1000 (reserved)	<p style="text-align: center;">THIS SPACE LEFT BLANK INTENTIONALLY</p>

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