

# Rich Doss, Inc. F3 Systems, Inc. Doss Logistics

SCAC CODES: DOSR, FTSI

## RULES TARIFF 100

NAMING

RATES, RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,  
(Except Household Goods)

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

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

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

For Reference to Governing Publications, Refer to Item 100.

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

ISSUED: Apr. 21, 2016

EFFECTIVE: Apr. 21, 2016

UPDATE: Apr. 1, 2021

Original Title Page effective June 10, 2015

ISSUED BY:  
Rich Doss, Inc. – F3 Systems, Inc. – Doss Logistics  
PO Box 4799  
Santa Rosa, CA 95402

**RULES TARIFF No. 100**

**Rich Doss, Inc. – F3 Systems, Inc. – Doss Logistics**

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**CHECK SHEET**

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

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**SECTION 1**

**RULES**

**GOVERNING PUBLICATIONS**

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

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

**100**

**FUEL SURCHARGE Update 04/01/2021**

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

**105**

When fuel price is at least...	Surcharge is...	When fuel price is at least...	Surcharge is...	When fuel price is at least...	Surcharge is...	When fuel price is at least...	Surcharge is...
\$2.00	16.00%	\$3.18	24.75%	\$4.00	33.00%	\$4.83	41.25%
\$2.33	16.25%	\$3.20	25.00%	\$4.03	33.25%	\$4.85	41.50%
\$2.35	16.50%	\$3.23	25.25%	\$4.05	33.50%	\$4.88	41.75%
\$2.38	16.75%	\$3.25	25.50%	\$4.08	33.75%	\$4.90	42.00%
\$2.40	17.00%	\$3.28	25.75%	\$4.10	34.00%	\$4.93	42.25%
\$2.43	17.25%	\$3.30	26.00%	\$4.13	34.25%	\$4.95	42.50%
\$2.45	17.50%	\$3.33	26.25%	\$4.15	34.50%	\$4.98	42.75%
\$2.48	17.75%	\$3.35	26.50%	\$4.18	34.75%	\$5.00	43.00%
\$2.53	18.25%	\$3.38	26.75%	\$4.20	35.00%	\$5.03	43.25%
\$2.55	18.50%	\$3.40	27.00%	\$4.23	35.25%	\$5.05	43.50%
\$2.58	18.75%	\$3.43	27.25%	\$4.25	35.50%	\$5.08	43.75%
\$2.60	19.00%	\$3.45	27.50%	\$4.28	35.75%	\$5.10	44.00%
\$2.63	19.25%	\$3.48	27.75%	\$4.30	36.00%	\$5.13	44.25%
\$2.65	19.50%	\$3.50	28.00%	\$4.33	36.25%	\$5.15	44.50%
\$2.68	19.75%	\$3.53	28.25%	\$4.35	36.50%	\$5.18	44.75%
\$2.70	20.00%	\$3.55	28.50%	\$4.38	36.75%	\$5.20	45.00%
\$2.73	20.25%	\$3.58	28.75%	\$4.40	36.00%	\$5.23	45.25%
\$2.75	20.50%	\$3.60	29.00%	\$4.42	37.25%	\$5.25	45.50%
\$2.78	20.75%	\$3.63	29.25%	\$4.45	37.50%	\$5.28	45.75%
\$2.80	21.00%	\$3.65	29.50%	\$4.48	37.75%	\$5.30	46.00%
\$2.83	21.25%	\$3.68	29.75%	\$4.50	38.00%	\$5.33	46.25%
\$2.85	21.50%	\$3.70	30.00%	\$4.53	38.25%	\$5.35	46.50%
\$2.90	22.00%	\$3.73	30.25%	\$4.55	38.50%	\$5.38	46.75%
\$2.93	22.25%	\$3.75	30.50%	\$4.58	38.75%	\$5.40	47.00%
\$2.95	22.50%	\$3.78	30.75%	\$4.60	39.00%	\$5.45	47.50%
\$2.98	22.75%	\$3.80	31.00%	\$4.63	39.25%	\$5.48	47.75%
\$3.00	23.00%	\$3.83	31.25%	\$4.65	39.50%	\$5.50	48.00%
\$3.03	23.25%	\$3.85	31.50%	\$4.68	39.50%		
\$3.05	23.50%	\$3.88	31.75%	\$4.70	40.00%		
\$3.08	24.75%	\$3.90	32.00%	\$4.73	40.25%		
\$3.10	24.00%	\$3.93	32.25%	\$4.75	40.50%		
\$3.13	24.25%	\$3.95	32.50%	\$4.78	40.75%		
\$3.15	24.50%	\$3.98	32.75%	\$4.80	41.00%		

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. The DOE fuel price information is available 24 hrs at 202-586-6966 or at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITIONS**

**110**  
**▲**

- (1) ▲The term “Carrier” shall mean the following: Rich Doss, Inc., F3 Systems, Inc., and/or Doss Logistics.
- (2) The term “Delivery”, as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee’s designated point of delivery.
- (3) The term “Pickup”, as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor’s residence, warehouse, factory, store or similar place of business, and receipting therefor.
- (4) The term “Place” means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (5) The term “Point” means a particular city, town or village which is treated as a unit for the application of rates.
- (6) The term “Regular Working Day” shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (7) The term “Shipment”, as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (8) The term “Ton”, as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (9) The term “Legal Holiday” as used herein is defined as:
  - 📅 New Year’s Day – Jan. 1
  - 📅 Presidents’ Day – The 3<sup>rd</sup> Mon. in Feb.
  - 📅 Memorial Day – The last Mon. in May
  - 📅 Independence Day – July 4
  - 📅 Labor Day – The 1<sup>st</sup> Mon. in Sept.
  - 📅 Thanksgiving Day – The 4<sup>th</sup> Thurs. in Nov.
  - 📅 Day after Thanksgiving Day
  - 📅 Christmas Eve – Dec. 24
  - 📅 Christmas Day – Dec. 25

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

Accessorial services performed on holidays are at **150%** of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

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

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**SECTION 1**

**RULES**

**ITEM**

**APPLICATION of TARIFF**

**150**

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.

**APPLICATION of RATES, GENERAL**

**160**

Except as otherwise specifically provided, rates referencing this Tariff:

- 1: Are named in cents per unit specified;
- 2: Include one pickup and/or delivery for each shipment;
- 3: Do NOT include loading into NOR unloading from carrier's equipment.;
- 4: Are for truck and driver ONLY;
- 5: Are named and payable in lawful money of the United States;
- 6: Do NOT include the return of pallets or dunnage;
- 7: Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;
- 8: Do NOT include traveling over unpaved roads;
- 9: Are for shipments with maximum dimensions of:
  - A: 20 ft in height from the ground to the top of the load;
  - B: 28 ft in length;
  - C: 8 ft inches in width.
- 10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)

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

**300**

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

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

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

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**SECTION 1**

**RULES**

**BEYOND CHARGE**

**350**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur Beyond Charge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
85218	\$150	85552	\$150	85932	\$150	86331	\$150	89013	\$150	89415	\$150
85237	\$150	85601	\$150	85933	\$150	86332	\$150	89017	\$150	89418	\$150
85273	\$150	85602	\$150	85934	\$150	86334	\$150	89018	\$150	89419	\$150
85292	\$150	85603	\$150	85935	\$150	86337	\$150	89019	\$150	89420	\$150
85320	\$150	85605	\$150	85936	\$150	86338	\$150	89020	\$150	89424	\$150
85321	\$150	85606	\$150	85937	\$150	86401	\$150	89021	\$150	89425	\$150
85322	\$150	85607	\$150	85938	\$150	86402	\$150	89023	\$150	89426	\$150
85325	\$150	85609	\$150	85939	\$150	86404	\$150	89025	\$150	89427	\$150
85326	\$150	85610	\$150	85940	\$150	86406	\$150	89027	\$150	89430	\$150
85328	\$150	85611	\$150	85941	\$150	86411	\$150	89029	\$150	89438	\$150
85332	\$150	85613	\$150	85942	\$150	86412	\$150	89033	\$150	89442	\$150
85333	\$150	85615	\$150	86001	\$150	86413	\$150	89039	\$150	89444	\$150
85337	\$150	85616	\$150	86004	\$150	86426	\$150	89040	\$150	89445	\$150
85343	\$150	85617	\$150	86016	\$150	86429	\$150	89041	\$150	89446	\$150
85344	\$150	85618	\$150	86018	\$150	86431	\$150	89042	\$150	89447	\$150
85347	\$150	85623	\$150	86020	\$150	86432	\$150	89043	\$150	89451	\$150
85348	\$150	85625	\$150	86021	\$150	86434	\$150	89045	\$150	89510	\$150
85352	\$150	85627	\$150	86022	\$150	86435	\$150	89046	\$150	89801	\$150
85354	\$150	85630	\$150	86023	\$150	86436	\$150	89047	\$150	89802	\$150
85356	\$150	85631	\$150	86024	\$150	86437	\$150	89048	\$150	89803	\$150
85357	\$150	85632	\$150	86025	\$150	86438	\$150	89049	\$150	89815	\$150
85364	\$150	85634	\$150	86028	\$150	86440	\$150	89060	\$150	89820	\$150
85365	\$150	85635	\$150	86029	\$150	86441	\$150	89061	\$150	89821	\$150
85367	\$150	85636	\$150	86030	\$150	86442	\$150	89070	\$150	89822	\$150
85367	\$150	85638	\$150	86031	\$150	86443	\$150	89124	\$150	89823	\$150
85390	\$150	85643	\$150	86032	\$150	86444	\$150	89131	\$150	89824	\$150
85501	\$150	85644	\$150	86033	\$150	86502	\$150	89143	\$150	89825	\$150
85502	\$150	85650	\$150	86034	\$150	86503	\$150	89149	\$150	89828	\$150
85530	\$150	85670	\$150	86035	\$150	86505	\$150	89301	\$150	89831	\$150
85531	\$150	85735	\$150	86036	\$150	86506	\$150	89310	\$150	89833	\$150
85532	\$150	85901	\$150	86038	\$150	86507	\$150	89311	\$150	89834	\$150
85533	\$150	85902	\$150	86039	\$150	86510	\$150	89314	\$150	89835	\$150
85534	\$150	85911	\$150	86040	\$150	86512	\$150	89315	\$150	91963	\$150
85535	\$150	85912	\$150	86042	\$150	86514	\$150	89316	\$150	91980	\$150
85536	\$150	85920	\$150	86043	\$150	86520	\$150	89317	\$150	91987	\$150
85539	\$150	85922	\$150	86044	\$150	86535	\$150	89318	\$150	92004	\$150
85540	\$150	85923	\$150	86045	\$150	86538	\$150	89319	\$150	92066	\$150
85542	\$150	85924	\$150	86046	\$150	86540	\$150	89402	\$150	92080	\$150
85543	\$150	85925	\$150	86047	\$150	86545	\$150	89404	\$150	92086	\$150
85544	\$150	85926	\$150	86052	\$150	86547	\$150	89405	\$150	92225	\$150
85545	\$150	85927	\$150	86053	\$150	86556	\$150	89406	\$150	92227	\$150
85546	\$150	85928	\$150	86054	\$150	89001	\$150	89409	\$150	92228	\$150
85548	\$150	85929	\$150	86305	\$150	89005	\$150	89412	\$150	92231	\$150
85550	\$150	85930	\$150	86320	\$150	89007	\$150	89413	\$150	92232	\$150
85551	\$150	85931	\$150	86321	\$150	89008	\$150	89414	\$150	92233	\$150

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

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**SECTION 1**

**RULES**

**BEYOND CHARGE**

ITEM

350  
cont.

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur Beyond Charge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
92239	\$150	93208	\$150	93621	\$150	95462	\$150	95721	\$150	96033	\$150
92242	\$150	93226	\$150	93623	\$150	95463	\$150	95724	\$150	96034	\$150
92243	\$150	93237	\$150	93626	\$150	95464	\$150	95728	\$150	96037	\$150
92244	\$150	93238	\$150	93628	\$150	95465	\$150	95910	\$150	96039	\$150
92249	\$150	93240	\$150	93633	\$150	95466	\$150	95914	\$150	96040	\$150
92251	\$150	93244	\$150	93641	\$150	95469	\$150	95915	\$150	96041	\$150
92252	\$150	93254	\$150	93642	\$150	95471	\$150	95916	\$150	96046	\$150
92254	\$150	93255	\$150	93643	\$150	95485	\$150	95919	\$150	96047	\$150
92256	\$150	93260	\$150	93644	\$150	95493	\$150	95922	\$150	96048	\$150
92267	\$150	93262	\$150	93645	\$150	95494	\$150	95923	\$150	96050	\$150
92268	\$150	93265	\$150	93646	\$150	95495	\$150	95925	\$150	96051	\$150
92280	\$150	93271	\$150	93647	\$150	95501	\$150	95930	\$150	96052	\$150
92281	\$150	93283	\$150	93651	\$150	95502	\$150	95934	\$150	96054	\$150
92284	\$150	93285	\$150	93653	\$150	95503	\$150	95935	\$150	96056	\$150
92285	\$150	93286	\$150	93664	\$150	95518	\$150	95936	\$150	96057	\$150
92286	\$150	93450	\$150	93667	\$150	95519	\$150	95941	\$150	96058	\$150
92304	\$150	93505	\$150	93669	\$150	95521	\$150	95942	\$150	96059	\$150
92305	\$150	93512	\$150	93675	\$150	95525	\$150	95944	\$150	96062	\$150
92307	\$150	93513	\$150	94922	\$150	95526	\$150	95947	\$150	96063	\$150
92308	\$150	93514	\$150	94923	\$150	95527	\$150	95954	\$150	96065	\$150
92309	\$150	93516	\$150	95043	\$150	95534	\$150	95956	\$150	96067	\$150
92310	\$150	93517	\$150	95255	\$150	95536	\$150	95960	\$150	96069	\$150
92314	\$150	93518	\$150	95306	\$150	95538	\$150	95962	\$150	96070	\$150
92315	\$150	93519	\$150	95311	\$150	95540	\$150	95971	\$150	96071	\$150
92327	\$150	93523	\$150	95318	\$150	95543	\$150	95972	\$150	96075	\$150
92328	\$150	93526	\$150	95321	\$150	95546	\$150	95981	\$150	96076	\$150
92332	\$150	93527	\$150	95335	\$150	95548	\$150	95983	\$150	96084	\$150
92333	\$150	93528	\$150	95338	\$150	95552	\$150	95984	\$150	96085	\$150
92338	\$150	93529	\$150	95345	\$150	95555	\$150	96006	\$150	96086	\$150
92339	\$150	93530	\$150	95346	\$150	95556	\$150	96008	\$150	96088	\$150
92341	\$150	93541	\$150	95364	\$150	95558	\$150	96010	\$150	96093	\$150
92342	\$150	93545	\$150	95389	\$150	95560	\$150	96011	\$150	96094	\$150
92347	\$150	93546	\$150	95421	\$150	95563	\$150	96013	\$150	96096	\$150
92356	\$150	93549	\$150	95423	\$150	95565	\$150	96014	\$150	96097	\$150
92363	\$150	93554	\$150	95427	\$150	95567	\$150	96015	\$150	96101	\$150
92364	\$150	93561	\$150	95428	\$150	95568	\$150	96016	\$150	96103	\$150
92365	\$150	93562	\$150	95437	\$150	95570	\$150	96017	\$150	96104	\$150
92384	\$150	93592	\$150	95450	\$150	95573	\$150	96019	\$150	96105	\$150
92386	\$150	93596	\$150	95451	\$150	95595	\$150	96023	\$150	96106	\$150
92389	\$150	93601	\$150	95453	\$150	95606	\$400	96024	\$150	96107	\$150
92398	\$150	93602	\$150	95456	\$150	95619	\$150	96025	\$150	96108	\$150
92536	\$150	93603	\$150	95457	\$150	95642	\$150	96027	\$150	96109	\$150
92539	\$150	93604	\$150	95458	\$150	95654	\$150	96028	\$150	96110	\$150
92561	\$150	93614	\$150	95460	\$150	95666	\$150	96031	\$150	96112	\$150
93205	\$150	93615	\$150	95461	\$150	95720	\$150	96032	\$150	96113	\$150

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**SECTION 1**

**RULES**

**BEYOND CHARGE**

**ITEM**

**350  
cont.**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur Beyond Charge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
96114	\$150	97039	\$150	97146	\$150	97394	\$150	97489	\$150	97733	\$150
96115	\$150	97040	\$150	97147	\$150	97396	\$150	97490	\$150	97735	\$150
96116	\$150	97041	\$150	97148	\$150	97406	\$150	97492	\$150	97736	\$150
96117	\$150	97042	\$150	97149	\$150	97411	\$150	97493	\$150	97737	\$150
96118	\$150	97044	\$150	97231	\$150	97412	\$150	97498	\$150	97738	\$150
96119	\$150	97049	\$150	97324	\$150	97413	\$150	97523	\$150	97739	\$150
96120	\$150	97051	\$150	97325	\$150	97414	\$150	97531	\$150	97740	\$150
96121	\$150	97053	\$150	97326	\$150	97415	\$150	97534	\$150	97741	\$150
96122	\$150	97055	\$150	97329	\$150	97416	\$150	97536	\$150	97750	\$150
96123	\$150	97056	\$150	97338	\$150	97419	\$150	97538	\$150	97751	\$150
96124	\$150	97057	\$150	97341	\$150	97420	\$150	97539	\$150	97752	\$150
96125	\$150	97058	\$150	97342	\$150	97423	\$150	97541	\$150	97758	\$150
96126	\$150	97063	\$150	97343	\$150	97427	\$150	97544	\$150	97759	\$150
96127	\$150	97064	\$150	97344	\$150	97430	\$150	97601	\$150	97761	\$150
96128	\$150	97065	\$150	97345	\$150	97431	\$150	97602	\$150	97801	\$150
96129	\$150	97067	\$150	97346	\$150	97434	\$150	97603	\$150	97810	\$150
96130	\$150	97101	\$150	97347	\$150	97436	\$150	97620	\$150	97812	\$150
96132	\$150	97102	\$150	97350	\$150	97437	\$150	97621	\$150	97813	\$150
96133	\$150	97103	\$150	97357	\$150	97438	\$150	97622	\$150	97814	\$150
96134	\$150	97106	\$150	97358	\$150	97439	\$150	97623	\$150	97817	\$150
96135	\$150	97107	\$150	97360	\$150	97441	\$150	97624	\$150	97818	\$150
96136	\$150	97108	\$150	97361	\$150	97443	\$150	97625	\$150	97819	\$150
96137	\$150	97109	\$150	97364	\$150	97444	\$150	97627	\$150	97820	\$150
96140	\$150	97110	\$150	97365	\$150	97447	\$150	97630	\$150	97821	\$150
96141	\$150	97111	\$150	97366	\$150	97449	\$150	97632	\$150	97823	\$150
96142	\$150	97112	\$150	97367	\$150	97450	\$150	97633	\$150	97824	\$150
96143	\$150	97116	\$150	97368	\$150	97452	\$150	97634	\$150	97826	\$150
96146	\$150	97117	\$150	97369	\$150	97453	\$150	97635	\$150	97827	\$150
96148	\$150	97118	\$150	97370	\$150	97454	\$150	97636	\$150	97828	\$150
96150	\$150	97119	\$150	97371	\$150	97455	\$150	97637	\$150	97830	\$150
96162	\$150	97121	\$150	97372	\$150	97456	\$150	97638	\$150	97831	\$150
97001	\$150	97122	\$150	97374	\$150	97458	\$150	97639	\$150	97833	\$150
97011	\$150	97125	\$150	97375	\$150	97459	\$150	97640	\$150	97834	\$150
97014	\$150	97128	\$150	97376	\$150	97461	\$150	97641	\$150	97835	\$150
97016	\$150	97130	\$150	97378	\$150	97463	\$150	97702	\$150	97836	\$150
97017	\$150	97131	\$150	97380	\$150	97465	\$150	97707	\$150	97837	\$150
97019	\$150	97133	\$150	97381	\$150	97466	\$150	97710	\$150	97838	\$150
97021	\$150	97134	\$150	97383	\$150	97467	\$150	97711	\$150	97839	\$150
97023	\$150	97135	\$150	97384	\$150	97473	\$150	97712	\$150	97840	\$150
97028	\$150	97136	\$150	97385	\$150	97476	\$150	97720	\$150	97841	\$150
97029	\$150	97138	\$150	97386	\$150	97480	\$150	97721	\$150	97842	\$150
97031	\$150	97141	\$150	97388	\$150	97481	\$150	97722	\$150	97843	\$150
97033	\$150	97143	\$150	97390	\$150	97484	\$150	97730	\$150	97844	\$150
97037	\$150	97144	\$150	97391	\$150	97487	\$150	97731	\$150	97845	\$150
97038	\$150	97145	\$150	97392	\$150	97488	\$150	97732	\$150	97846	\$150

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**SECTION 1**

**RULES**

**BEYOND CHARGE**

ITEM

350  
cont.

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur Beyond Charge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
97848	\$150	98061	\$150	98286	\$150	98361	\$150	98562	\$150	98647	\$150
97850	\$150	98065	\$150	98288	\$150	98362	\$150	98563	\$150	98648	\$150
97856	\$150	98070	\$150	98293	\$150	98363	\$150	98564	\$150	98649	\$150
97857	\$150	98110	\$150	98294	\$150	98364	\$150	98566	\$150	98650	\$150
97859	\$150	98220	\$150	98295	\$150	98365	\$150	98568	\$150	98651	\$150
97862	\$150	98221	\$150	98303	\$150	98366	\$150	98569	\$150	98671	\$150
97864	\$150	98222	\$150	98304	\$150	98367	\$150	98571	\$150	98672	\$150
97865	\$150	98223	\$150	98305	\$150	98368	\$150	98572	\$150	98675	\$150
97867	\$150	98224	\$150	98310	\$150	98370	\$150	98575	\$150	98801	\$150
97868	\$150	98225	\$150	98311	\$150	98376	\$150	98576	\$150	98802	\$150
97869	\$150	98226	\$150	98312	\$150	98377	\$150	98577	\$150	98807	\$150
97870	\$150	98230	\$150	98314	\$150	98378	\$150	98580	\$150	98811	\$150
97872	\$150	98236	\$150	98315	\$150	98380	\$150	98582	\$150	98812	\$150
97873	\$150	98237	\$150	98320	\$150	98381	\$150	98583	\$150	98813	\$150
97874	\$150	98239	\$150	98321	\$150	98382	\$150	98584	\$150	98814	\$150
97875	\$150	98240	\$150	98322	\$150	98383	\$150	98585	\$150	98815	\$150
97876	\$150	98241	\$150	98323	\$150	98384	\$150	98586	\$150	98816	\$150
97877	\$150	98243	\$150	98324	\$150	98386	\$150	98587	\$150	98817	\$150
97882	\$150	98244	\$150	98325	\$150	98392	\$150	98588	\$150	98819	\$150
97883	\$150	98245	\$150	98326	\$150	98393	\$150	98590	\$150	98821	\$150
97884	\$150	98247	\$150	98328	\$150	98394	\$150	98592	\$150	98822	\$150
97885	\$150	98249	\$150	98329	\$150	98395	\$150	98595	\$150	98823	\$150
97886	\$150	98250	\$150	98330	\$150	98397	\$150	98597	\$150	98824	\$150
97901	\$150	98251	\$150	98331	\$150	98398	\$150	98601	\$150	98826	\$150
97902	\$150	98252	\$150	98332	\$150	98520	\$150	98602	\$150	98827	\$150
97903	\$150	98253	\$150	98333	\$150	98524	\$150	98603	\$150	98828	\$150
97904	\$150	98255	\$150	98335	\$150	98526	\$150	98607	\$150	98829	\$150
97905	\$150	98256	\$150	98336	\$150	98527	\$150	98610	\$150	98830	\$150
97906	\$150	98257	\$150	98337	\$150	98528	\$150	98612	\$150	98831	\$150
97907	\$150	98258	\$150	98338	\$150	98533	\$150	98613	\$150	98832	\$150
97908	\$150	98260	\$150	98339	\$150	98535	\$150	98616	\$150	98833	\$150
97909	\$150	98261	\$150	98340	\$150	98536	\$150	98619	\$150	98834	\$150
97910	\$150	98262	\$150	98342	\$150	98537	\$150	98620	\$150	98836	\$150
97911	\$150	98263	\$150	98345	\$150	98541	\$150	98621	\$150	98837	\$150
97913	\$150	98264	\$150	98346	\$150	98542	\$150	98623	\$150	98840	\$150
97914	\$150	98266	\$150	98348	\$150	98546	\$150	98624	\$150	98841	\$150
97917	\$150	98267	\$150	98349	\$150	98547	\$150	98628	\$150	98843	\$150
97918	\$150	98277	\$150	98350	\$150	98548	\$150	98631	\$150	98844	\$150
97920	\$150	98278	\$150	98351	\$150	98550	\$150	98635	\$150	98845	\$150
98010	\$150	98279	\$150	98353	\$150	98552	\$150	98637	\$150	98846	\$150
98013	\$150	98280	\$150	98355	\$150	98554	\$150	98638	\$150	98847	\$150
98022	\$150	98281	\$150	98356	\$150	98555	\$150	98640	\$150	98848	\$150
98038	\$150	98282	\$150	98358	\$150	98557	\$150	98641	\$150	98849	\$150
98045	\$150	98283	\$150	98359	\$150	98560	\$150	98643	\$150	98850	\$150
98051	\$150	98284	\$150	98360	\$150	98561	\$150	98644	\$150	98851	\$150

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**SECTION 1**

**RULES**

**BEYOND CHARGE**

ITEM

350  
conc.

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ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge				
98852	\$150	99009	\$150	99147	\$150	99345	\$150				
98853	\$150	99012	\$150	99148	\$150	99346	\$150				
98855	\$150	99013	\$150	99150	\$150	99347	\$150				
98856	\$150	99017	\$150	99151	\$150	99348	\$150				
98857	\$150	99018	\$150	99152	\$150	99349	\$150				
98858	\$150	99030	\$150	99153	\$150	99350	\$150				
98859	\$150	99031	\$150	99155	\$150	99352	\$150				
98860	\$150	99033	\$150	99156	\$150	99353	\$150				
98862	\$150	99034	\$150	99157	\$150	99356	\$150				
98901	\$150	99039	\$150	99158	\$150	99357	\$150				
98902	\$150	99040	\$150	99159	\$150	99361	\$150				
98903	\$150	99101	\$150	99160	\$150	99371	\$150				
98904	\$150	99102	\$150	99161	\$150	99401	\$150				
98907	\$150	99103	\$150	99163	\$150	99402	\$150				
98908	\$150	99105	\$150	99164	\$150	99403	\$150				
98909	\$150	99107	\$150	99165	\$150						
98920	\$150	99109	\$150	99166	\$150						
98921	\$150	99111	\$150	99167	\$150						
98922	\$150	99113	\$150	99170	\$150						
98923	\$150	99114	\$150	99171	\$150						
98925	\$150	99115	\$150	99173	\$150						
98926	\$150	99116	\$150	99174	\$150						
98929	\$150	99117	\$150	99176	\$150						
98930	\$150	99118	\$150	99179	\$150						
98932	\$150	99119	\$150	99180	\$150						
98933	\$150	99121	\$150	99181	\$150						
98934	\$150	99122	\$150	99185	\$150						
98935	\$150	99123	\$150	99201	\$500						
98936	\$150	99124	\$150	99202	\$500						
98937	\$150	99125	\$150	99203	\$500						
98938	\$150	99126	\$150	99204	\$500						
98939	\$150	99127	\$150	99205	\$500						
98940	\$150	99128	\$150	99206	\$500						
98941	\$150	99129	\$150	99207	\$500						
98942	\$150	99130	\$150	99208	\$500						
98943	\$150	99131	\$150	99212	\$500						
98944	\$150	99133	\$150	99216	\$500						
98946	\$150	99135	\$150	99217	\$500						
98947	\$150	99136	\$150	99218	\$500						
98948	\$150	99137	\$150	99223	\$500						
98950	\$150	99138	\$150	99224	\$500						
98951	\$150	99139	\$150	99320	\$150						
98952	\$150	99140	\$150	99140	\$150						
98953	\$150	99141	\$150	99322	\$150						
99008	\$150	99143	\$150	99328	\$150						

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**SECTION 1**

**RULES**

**ITEM**

**BILL of LADING, GENERAL**

**360**

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

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier.

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

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

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

**BLIND SHIPMENT**

**365**

A blind shipment occurs when a shipper and/or consignee desire(s) to conceal their identity from one another. For such a shipment, carrier shall charge \$25.00 per shipment. Dynamic company name changes for a known shipper at one address also constitutes a blind shipment.

**BREAK BULK / CROSS DOCK CHARGE**

**370**

When a van or container is unladed at the carrier's facility, and carrier is not party to the transportation of goods in said van or container, carrier will charge a \$325.00 fee for the use of their facility.

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

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**SECTION 1**

**RULES**

**ITEM**

**CANCELING ORIGINAL and REVISED PAGES, METHOD of**

**382**

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

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.

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

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

**CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT**

**390**

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

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

**CHASSIS – OBTAINING of**

**406**

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

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SECTION 1

RULES

ITEM

**CLAIMS and OVERCHARGES**

407

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

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

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

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

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**C. O. D. SHIPMENTS**

**430**

- 1: Collect on Delivery “COD” shipments will be accepted subject to a charge of **1.5% of the COD amount** collected, subject to a minimum charge of **\$15.00** per freight bill. Charges for collecting and remitting COD amounts will be assessed the party paying the freight charges.
- 2: The letters “C.O.D.” must be stamped, typed or written on all bills of lading and shipping orders in **RED letters at least 1 inch in height and ¼ inch thickness of stroke**. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.
- 3: Unless the phrase “CASH ONLY” appears in **RED letters at least 1 inch in height and ¼ inch thickness of stroke** on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.’s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier’s own check for amounts collected in cash.
- 4: Increasing, decreasing or canceling the COD amount may be subject to a **\$25.00** fee per shipment. Requests must be in writing from the party authorized to make such changes with acknowledgement and guarantee of additional charge.
- 5: Charges for collecting and remitting COD amounts will be billed to the party paying the freight charges unless otherwise specified as prepaid to the debtor or collect to the consignee.
- 6: The COD amount as well as any collect freight charges must be collected at time of delivery without exception.

**COLLECTION & PAYMENT of CHARGES**

**435**

- 1: Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within **15 days** from the date on the carrier’s invoice. An account will be considered delinquent if payment has not been received within **30 days** from the date on the carrier’s invoice.
- 2: All checks written to the carrier that are not honored by the carrier’s bank will be subject to an additional charge of **\$20.00** per check so rejected.
- 3: The carrier will invoice the shipper’s broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- 4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and **regardless of whether legal proceedings are instituted**. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- 5: This shall be applied **ONLY** to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate “Balance-Due” claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.
- 6: A shipper who is delinquent in paying the freight charges will accrue the following service charges on each delinquent freight bill:
  - A: A late payment service charge of **10%** will be applied to each freight bill, subject to a minimum service charge of **\$20.00**.
  - B: Shipper will have a) up to **15** calendar days from the date of shipper’s receipt of carrier’s notification, when the date of receipt is documented by a signed receipt, or b) up to **20** calendar days from the date of mailing of carrier’s notification, when the date of shipper’s receipt is not documented by a signed receipt, in which to present payment in full.
  - C: Non-payment after this time period will result in the shipper paying the carrier’s full undiscounted, class rates applicable at the time of shipment, based on the applicable NMFC rating(s).

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**COLON, EXPLANATION and USE of**

**450**

Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.

**CONVENTIONS / EXHIBITION CENTERS**

**455**

Shipments to Conventions, Tradeshows, or Exhibition Centers will incur an additional charge of **\$ 125.00**.

**CUSTOMS BOND SHIPMENTS**

**460**

- 1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of **\$80.00** per shipment will be assessed.
- 2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.

**DEADHEAD MILEAGE CHARGE**

**470**

When vehicles are not available in the immediate vicinity of the point of origin of a shipment, when requested by the shipper or consignee, carrier will move the nearest available equipment meeting the shipment's requirements to the point of origin. Mileage between the location of the available equipment at time of dispatch and the shipment's point of origin will be charged for at **\$1.50 per mile**. This "Deadhead Mileage Charge" will be in addition to all other applicable rates and charges.

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

**DELIVERY at DESTINATION WITHOUT RECEIPT**

**485**

When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.

**DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS**

**500**

- 1: **LOADING and UNLOADING**  
Except as otherwise provided, rates referencing this Rules Tariff include two (2) hours for loading or waiting to load and two (2) hours for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded only one (1) hour free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of **\$10.00 per one-quarter (1/4) hour or fraction thereof**.
- 2: **UNPAVED ROADS**  
This same charge found in above paragraph will apply for time while the carrier's equipment must travel over unpaved roads.

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**DETENTION WITHOUT POWER UNITS**

**510**

- 1: All charges incurred due to the detention of chassis containers will be billed against the shipment.
- 2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at \$100.00 per each day of 24 hours or fraction thereof.

**EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT**

**520**

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

**EXCLUSIVE USE of DECK SPACE**

**550**

Carrier may, at its discretion, charge a shipment based on the amount of trailer space it occupies. The below chart assigns a minimum shipment weight based on utilization of trailer lineal space. Shipment will be charged at applicable carrier rates.

LINEAL FEET OF LOADING SPACE (In Feet), (In Each Unit of the Carrier's Equipment)		MINIMUM WEIGHT (In Pounds)
OVER	NOT OVER	
5	10	7,000
10	15	12,000
15	20	15,000
20	28	21,000
28	35	25,000
35	40	34,000
40	48	36,000
48	–	40,000

**EXTRA DRIVERS in SLEEPER CAB SERVICE**

**560**

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

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**EXTRA LABOR**

**ITEM**

**561**

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

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

<b>DAYS – HOURS</b>	<b>CHARGE PER MAN PER HOUR OR FRACTION THEREOF</b>	<b>MINIMUM CHARGE PER MAN</b>
Monday through Friday (Except Legal Holidays) 8:00 A.M. through 5:00 P.M.	\$ 85 00	1 Hour
Monday through Friday (Except Legal Holidays) 5:00 P.M. through 8:00 A.M.	\$ 100.00	1 Hour
Saturday or Sunday	\$ 150.00	4 Hours
Legal Holidays (As defined in Item 110)	\$ 150.00	4 Hours

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.

The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

**FORKLIST SERVICE**

**563**

When customer requests forklift service, carrier will charge a fee of \$ 20.00 per cwt., subject to a \$ 250.00 minimum charge and \$450.00 maximum charge. For residential pick-up or delivery, the charge will be \$ 10.00 per cwt., subject to a \$ 80.00 Minimum Charge and \$ 500.00 Maximum Charge.

**FORKLIST, USE OF (WAREHOUSE)**

**564**

When carrier is requested to use its equipment to load freight onto another carrier's equipment, carrier will charge \$50.00 per shipment.

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<b><u>FRACTIONS, DISPOSITION OF</u></b>	
1: When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile. 2: When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound. 3: When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period. 4: When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows: A: Fractions of less than one-half (½) cent will be dropped. B: Fractions of one-half (½) cent or greater will be increased to the next whole cent.	<b>565</b>
<b><u>HANDLING FEE</u></b>	
Shipments requiring additional handling, other than normal shipment handling, will be assessed an additional charge of \$75.00.	<b>566</b>
<b><u>HANDLING FREIGHT at POSITIONS NOT IMMEDIATELY ADJACENT to VEHICLE</u></b>	
1: Service via elevator to another floor above or below the level accessible to carrier's vehicle: 2: Service to points more than 20 feet beyond a position immediately adjacent to the carrier's vehicle. 3: Carrier will assess an additional charge of \$8.00 per CWT, subject to a minimum charge of \$53.00. per shipment, and subject to a maximum charge of \$675.00 per shipment.	<b>567</b>
<b><u>HOT EXPEDITED DELIVERY</u></b>	
Carrier shall provide Hot Expedited Delivery service at \$1.85 per mile, subject to a Minimum Charge of \$250.00.	<b>568</b>
<b><u>HOURLY RATES</u></b>	
Hourly rated shipments will be charged \$125.00 per hour. Rate includes driver and power, subject to a Minimum Charge of \$750.00, being billed terminal to terminal.	<b>569</b>
<b><u>IMPRACTICABLE OPERATIONS</u></b>	
Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.  In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.  Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.	<b>570</b>
<b><u>INACTIVITY</u></b>	
Carrier reserves the right to cancel negotiated pricing programs due to the lack of shipment activity over a thirty (30) consecutive day period.	<b>571</b>
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<b>INSIDE DELIVERY</b>	
<p>Carrier will assess an Inside Delivery Fee of \$ 10.00 per cwt., subject to a \$ 55.00 minimum charge and a \$ 800.00 maximum charge per shipment. This applies when Carrier delivers a shipment or portions of a shipment to positions that are located 30 feet or more from the delivery door or to any floor above or below the receiving area.</p>	<b>573</b>
<b>LIMITATION of LIABILITY</b>	
<p>Carrier's limitations of liability are subject to two primary parts of the 49 U.S.C. 49 U.S.C. §13706 which deals with liability as to carrier freight charges; and 49 U.S.C. §14706 (c) (1) (A) and (B), (The Carmack Amendment), which is an amendment to the Interstate Commerce Act specifically covering a carrier's liability in connection with the bill of lading. The carrier has specific limitations to liability under common law which are outlined in the Bill of Lading Terms and Conditions contained herein.</p> <p>Carrier liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or <b>\$2.00 per pound</b> (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of <b>\$0.50 per pound</b>. Personal Effects and/or Household Goods will be valued at <b>\$0.10 per pound</b>. Spot Quote rated shipments shall have a maximum liability of <b>\$0.50 per pound</b>. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of <b>\$0.50 per pound</b>. Carrier's maximum liability per occurrence shall not exceed <b>\$100,000.00</b>.</p> <p>Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed <b>\$0.50 per pound</b>. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.</p> <p>Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.</p> <p>Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.</p>	<b>600</b>
<b>LONG FREIGHT</b>	
<p>Shipments of long freight will be assessed an additional charge of \$50.00 per 100 miles, subject to a \$ 100.00 Minimum Charge and \$1,000.00 Maximum Charge. Long freight is defined as a piece of freight that exceeds 25 feet in length.</p>	<b>605</b>
<b>LTL SHIPMENTS MOVING UNDER a FLAT MINIMUM CHARGE</b>	
<p>When the carrier is able to move a small Less Than Truckload "LTL" shipment of less than 2,000 pounds weight in conjunction with other shipments not moving under the rate in this Item, and when the additional distance required to complete delivery of the said small LTL shipment does not increase the miles traversed to complete delivery of the other shipment by more than five (5%) percent; carrier shall transport the small LTL shipment of less than 2,000 pounds weight at a flat minimum charge rate of <b>\$85.00</b>.</p>	<b>610</b>
<p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>	
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**MARKING, TAGGING, SORTING or SEGREGATING FREIGHT**

**620**

Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of **\$1.50** per 100 pounds, subject to a minimum charge of \$25.00 per shipment.

**MIXED SHIPMENTS**

**642**

Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.

**NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT**

**655**

When a shipper or consignee requests/requires carrier to notify or make an appointment with consignee prior to delivery, an additional charge of \$ 25.00 per shipment will apply and be billed to the party responsible for the shipment linehaul charges.

**OVER DIMENSION FREIGHT**

**670**

- 1: **OVERHEIGHT CHARGES:**  
Any shipment which is more than 8 ft in height from the ground to the top of the load, when loaded on carrier's equipment, will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 8 ft.
- 2: **OVERLENGTH CHARGES:**  
Any shipment which is more than 24 feet in length will be subject to an additional charge of \$ 125.00.
- 3: **OVERWIDTH CHARGES:**  
Any shipment which is more than 8 feet in width will be subject to an additional charge of \$250.00.

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

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	ITEM
<b><u>PAYMENT of FREIGHT CHARGES</u></b>	
<p>Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.</p> <p>See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.</p>	<b>720</b>

<b><u>PERMITS, SPECIAL</u></b>	
<p>When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus <b>\$150.00</b> for the account of the shipper or consignee.</p>	<b>740</b>

<b><u>PICKUP or DELIVERY on SATURDAYS, SUNDAYS or LEGAL HOLIDAYS</u></b>	
<ol style="list-style-type: none"> <li>1: The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.</li> <li>2: Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional <b>\$ 300.00</b> per pickup or delivery.</li> <li>3: Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.</li> <li>4: See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.</li> </ol>	<b>754</b>

<b><u>PICKUP OR DELIVERY — OTHER THAN DURING REGULAR WORKING HOURS</u></b>	
<p>The provisions of this Item will ONLY apply to that portion of the pickup or delivery service performed outside of regular working hours, and ONLY when the shipper or consignee requests such service.</p> <p>The carrier will pick up or deliver shipments prior to 8 A.M. or after 5 P.M. Monday through Friday for an additional charge of <b>\$50.00</b> per hour for truck and driver ONLY. See Item 754 for weekend &amp; holiday pickup or delivery service.</p> <p>NOTE: (a) The carrier is not obligated to provide such service.</p> <p>(b) Time shall be computed from the time of departure from carrier's terminal until the time of return to the same terminal.</p>	<b>756</b>

<b><u>PILOT or FLAG CAR SERVICE</u></b>	
<p>When the use of a pilot or flag car(s) is required in the transportation of a shipment, such car(s) and driver(s) shall be furnished by the shipper or consignee, except that, if requested by the shipper or consignee, carrier will arrange for such pilot or flag car(s) for \$2.00 per mile, subject to a Minimum Charge of \$250.00 per shipment.</p>	<b>760</b>

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<b><u>PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED</u></b>	
<p>Unless otherwise provided, the following property will not be accepted for shipment:</p> <p>A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.</p> <p>B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.</p> <p>C: Livestock and household pets will NOT be accepted for transportation.</p> <p>D: Articles classified as Hazardous Materials.</p> <p>Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.</p>	<b>780</b>
<b><u>PROOF of DELIVERY</u></b>	
<p>The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of <b>\$10.00</b> per Proof of Delivery "POD" request.</p>	<b>784</b>
<b><u>PROTECTION from HEAT or COLD</u></b>	
<p>Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection ONLY when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.</p>	<b>810</b>
<b><u>RECONSIGNMENT / DIVERSION</u></b>	
<p>If outside the original delivery terminal service area, the tariff or contract rate from origin to reconsignment point plus the tariff or contract rate from reconsignment point to ultimate destination will apply. If within original terminal delivery area <b>prior</b> to tender of delivery, a fee of \$ 25.00 will be assessed. If within original terminal delivery are <b>after</b> tender of delivery, a charge of \$ 3.00 per cwt. , subject to a \$ 65.00 Minimum Charge will apply. A change in consignee, but not place of delivery, will warrant a \$15.00 charge, as long as delivery was not attempted.</p>	<b>840</b>
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ITEM	
<b><u>REDELIVERY, RETURN SHIPMENTS, and STORAGE</u></b>	<b>860</b>
<p>1: Shipments which cannot be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.</p> <p>2: In the event that redelivery is subsequently accomplished, an additional charge of <b>\$75.00</b> will be assessed, except that shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.</p> <p>3: <b>24 hours</b> after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.</p> <p>4: Shipments returned to the shipper will be charged for such return at an additional <b>75%</b> of the outbound rate.</p> <p>5: The item shall only apply to LTL shipments (less than 10,000 lbs.).</p>	
<b><u>REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.</u></b>	<b>870</b>
<p>Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.</p> <p>When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.</p>	
<b><u>REPACKAGING</u></b>	<b>873</b>
<p>When it is necessary for the carrier to repackage a shipment unit which is in a state unsuitable or safe for further shipment, carrier will assess an additional charge of <b>\$60.00</b> per shipping unit.</p>	
<b><u>RESIDENTIAL FORKLIFT</u></b>	<b>875</b>
<p>For use of a forklift at a residential address, Carrier will charge <b>\$ 20.00</b> per cwt., subject to a <b>\$ 250.00</b> Minimum Charge and <b>\$ 450.00</b> Maximum Charge.</p>	
<b><u>RESIDENTIAL PICK-UP or DELIVERY</u></b>	<b>880</b>
<p>For Residential Pick-up or Delivery service, Carrier will charge <b>\$ 3.50</b> per cwt., subject to a <b>\$ 80.00</b> Minimum Charge and <b>\$ 525.00</b> Maximum Charge.</p>	
<b><u>REWEIGHING</u></b>	<b>881</b>
<p>Rates referencing this Tariff do NOT include the cost of reweighing shipments. Such reweighing charges will be advanced by carrier and listed as a separate item at <b>carrier cost plus \$15.00</b> on the freight bill.</p>	
<b><u>SAME DAY DELIVERY</u></b>	<b>882</b>
<p>When debtor requests same day delivery of shipment, carrier will charge an additional <b>\$200.00</b> per shipment..</p>	
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<b>SECTION 1</b>	
<b>RULES</b>	
<b>SHIPPER'S LOAD and COUNT – SL&amp;C</b>	
<p>When containers or trailers are loaded by shipper but not touched by carrier, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.</p> <p>When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.</p>	<b>884</b>
<b>SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS</b>	
<p>Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at <b>carrier cost plus 10%</b> on the freight bill. (Also see Item 300 of this Rules Tariff)</p>	<b>890</b>
<b>STOPOFFS, SPLIT PICKUPS, SPLIT DELIVERIES, and DIVERSION:</b>	
<p>1: When confirmed in writing to the carrier, Prepaid shipments, NOT subject to COD collection, may be stopped in transit to complete loading or to partially unload. Charges will be based on the rate on the greatest weight for any portion of the entire movement.</p> <p>2: "Split Pickups" or "Split Deliveries" at more than one address within an incorporated city or town will be subject to the charges named herein.</p> <p>3: "Reconsignment" or "Diversion" meaning a change in the name of consignee and/or destination of the shipment or additional movement necessary to affect delivery will also be subject to the charges named herein.</p> <p>4: Charges will be assessed on the basis of the through rate from point of origin to final destination, plus a charge of <b>\$60.00</b> for each stop to complete loading or to partially unload <b>and</b> for each reconsignment or diversion plus <b>\$2.00</b> per excess mile.</p> <p>"Excess Mileage" shall be defined as the mileage from point of origin to diversion point , plus the mileage from diversion point to final destination, minus the direct mileage from point of origin to final destination, computed using the carrier's "Mileage Guide" listed in Item 100 of this Rules Tariff.</p> <p>5: When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 500 of this Rules Tariff.</p>	<b>900</b>
<p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>	
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<b>SECTION 1</b>	
<b>RULES</b>	<b>ITEM</b>
<b><u>STORAGE</u></b>	
Carrier will store freight at \$ .01 per lb., subject to a Minimum Charge of \$ 30.00 per day and Maximum Charge of \$500.00 per day.	<b>905</b>
<b><u>SUMMARY INVOICES</u></b>	
At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.	<b>910</b>
<b><u>TARPING CHARGE</u></b>	
Truckload shipments loaded in open top or flatbed vehicles will be charged an additional \$100.00 per shipment, in addition to all other applicable charges and rates.  EXCEPTION: When the shipper places a notation on the Bill of Lading, either that the shipper will tarp the shipment or that the shipment does NOT require such protection, this charge will NOT apply.	<b>930</b>
<b><u>TRAILER RENTAL</u></b>	
Carrier may rent out its trailers at \$100.00 per day.	<b>960</b>
<b><u>VEHICLES FURNISHED, BUT NOT USED</u></b>	
When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of <b>\$1.50 per mile</b> , subject to a <b>Minimum Charge of \$75.00</b> .	<b>985</b>

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**SECTION 1**

**RULES**

**ITEM**

**DIMENSIONAL WEIGHT, COMPUTATION of**

**990**

Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are stated to be assessed on the basis of **Cubic Dimensional Weight – CDW**, the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.

- A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.
- B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of:

**Length (in inches) X Width (in Inches) X Height (in inches) ÷ 194 = CDW**

**WEIGHTS – GROSS WEIGHTS USED**

**991**

Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.

When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus **\$25.00**.

**WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS**

**992**

Rates referencing this Tariff are subject to a minimum weight of **714** pounds per lineal foot or fraction thereof of trailer space occupied.

**WEIGHT in the CALCULATION of PALLET RATES**

**993**

In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit or fraction thereof.

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SECTION 2

ITEM

BILLS of LADING

2100

**BILL of LADING CONTRACT TERMS and CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

(Continued on next page)

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SECTION 2

ITEM

BILLS of LADING

2100

**BILL of LADING CONTRACT TERMS and CONDITIONS:– Concluded**

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

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

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

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

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

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

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

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

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**SECTION 3**

**EXPLANATION OF ABBREVIATIONS USED IN TARIFFS**

AKA ..... Also Known As	LBS. .... Pounds
Bbl(s) ..... Barrel(s)	LCL ..... Less Than Container Load
C. .... Hundred Pounds	LTL ..... Less Than Truck Load
CDW .... Cubic Dimensional Weight or Dimensional Weight	M. .... Thousand Pounds
Chg(s) ..... Charge(s)	MAX. .... Maximum
C.O.D. .... Collect on Delivery	MIN. .... Minimum
Conc. .... Concluded	NMFC ..... National Motor Freight Classification
Cont. .... Continued	NOI ..... Not Otherwise Indicated in This Tariff
CWT ... Cents per Hundred-Weight / Cents per 100 Pounds	NOS ..... Not Otherwise Specified in This Tariff
F.C.C.O.D. .... Freight Charges Collect on Delivery	POD ..... Proof of Delivery
FF ..... Folded Flat	REV. .... Revision
FPO ..... Fleet (Naval) Post Office	RS or L ..... Other Articles Rated Same or Lower
Gr. .... Group	SCAC ..... Standard Carrier Alpha Code
Incl. .... Inclusive	SL&C ..... Shipper's Load and Count
KD ..... Knocked Down	TL ..... Truckload
KDF ..... Knocked Down Flat	Viz. .... Namely
	Vol. .... Volume
	WT ..... Weight
	MIN. .... Minimum

**EXPLANATION OF REFERENCE MARKS USED IN TARIFFS**

◆ ..... Reduction	▲ ..... Denotes changes in wording which result in neither increases nor reductions in charges
◆ ..... Increase	● ..... No Increase
§ ..... Addition	■ ..... Page <b>without</b> substantive change.
<input checked="" type="checkbox"/> ..... Same <b>Issued Date</b> as Original Title Page	<input checked="" type="checkbox"/> ..... Same <b>Effective Date</b> as Original Title Page
< ..... Less Than	> ..... Greater Than
<= ..... Less Than or Equal to	>= ..... Greater Than or Equal to

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**SUMMARY TABLE**

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

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
C.O.D. (Collect on Delivery)	1.5% of collection	\$ 15.00	430
Chassis, Obtaining of	\$ 35.00 per chassis	\$ 35.00	406
Customs Bond Shipments	\$ 80.00 per shipment	\$ 80.00	460
Deadhead Mileage	\$ 1.50 per mile	Must see Item	470
Detention or Delay	\$ 10.00 / ¼ hour after free time	\$ 10.00	500
Detention Without Power Units	\$ 100.00 / 24 hrs after 24 hrs	\$ 100.00	510
Diversion or Reconsignment	\$ 50.00 / stop & Excess Mileage	Must see Item	900
LTL Shipment Moving Under Floor Minimum Charge	\$ 85.00 per shipment	Must see Item	610
Marking, Tagging, Sorting of Freight	\$ 1.50 per CWT	\$ 25.00	620
Permits, Special	Cost plus \$ 150.00 per permit	Cost plus \$ 150.00	740
Pickup or Delivery on Saturdays, Sundays, Holidays	\$ 300.00 per P/U or Delivery	( Also See Item 110 )	754
Pilot or Flag Car Service	\$ 2.00 per mile	\$ 250.00	760
Proof of Delivery after 1 free POD / shipper / month	\$ 10.00 per POD	\$ 10.00	784
Redelivery, Return Shipments, and Storage	\$ 75.00 per Redelivery Attempt	Must see Item	860
Special Services	Cost plus 10%	Must see Item	890
Stop Offs, Split Pickups, and Split Deliveries	\$ 60.00 / stop & Excess Mileage	Must see Item	900
Weighing, (Also See Items 992 and 993)	Cost plus \$ 25.00 per weighing	Cost plus \$ 25.00	991

EXTRA LABOR DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN	561
Monday – Friday, 8 AM to 5 PM	\$ 85 00	1 Hour	
Monday – Friday, 5 PM to 8 AM	\$ 100.00	1 Hour	
Saturday or Sunday	\$ 150.00	4 Hours	
Legal Holidays, (See Item 110)	\$ 150.00	4 Hours	

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

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