

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
UPDATE: Jun. 15, 2023

EFFECTIVE: Apr. 21, 2016
Original Title Page effective June 10, 2015

ISSUED BY:
Rich Doss, Inc. – F3 Systems, Inc. – Doss Logistics
3775 Brickway Blvd #100
Santa Rosa, CA 95403

RULES TARIFF No. 100

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

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ISSUED: Apr. 21, 2016	Original Index A	Correction No. 0	EFFECTIVE: ☒
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ISSUED: Apr. 21, 2016	Original Index B	Correction No. 0	EFFECTIVE: <input checked="" type="checkbox"/>
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For explanation of abbreviations and reference marks not explained on this page, see last page.

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Revision 1

Correction No. 1

EFFECTIVE: Apr. 21, 2016

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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7	0	0	17	0	0	27	0	0			

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SECTION 1

RULES

ITEM

GOVERNING PUBLICATIONS

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.
 This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, NMF 100, supplements thereto and subsequent re-issues thereof.

100

FUEL SURCHARGE Update 04/01/2021

105

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.

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	37.00%	\$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

- (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

Thanksgiving Day – The 4th Thurs. in Nov.

Presidents’ Day – The 3rd Mon. in Feb.

Day after Thanksgiving Day

Memorial Day – The last Mon. in May

Christmas Eve – Dec. 24

📅 Independence Day – July 4

📅 Christmas Day – Dec. 25

Labor Day – The 1st Mon. in Sept.

📅 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.

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ISSUED: Apr. 21, 2016		Original Page		Correction No. 0		EFFECTIVE: <input checked="" type="checkbox"/>	
SECTION 1							
RULES							
APPLICATION of TARIFF							
<p>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.</p>							150
APPLICATION of RATES, GENERAL							
<p>Except as otherwise specifically provided, rates referencing this Tariff:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.) 							160
ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES							
<p>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:</p> <ol style="list-style-type: none"> 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. 							300
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>							
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SECTION 1

RULES

ITEM

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	\$1000	85552	\$1000	85932	\$1000	86331	\$1000	89013	\$1000	89415	\$1000
85237	\$1000	85601	\$1000	85933	\$1000	86332	\$1000	89017	\$1000	89418	\$1000
85273	\$1000	85602	\$1000	85934	\$1000	86334	\$1000	89018	\$1000	89419	\$1000
85292	\$1000	85603	\$1000	85935	\$1000	86337	\$1000	89019	\$1000	89420	\$1000
85320	\$1000	85605	\$1000	85936	\$1000	86338	\$1000	89020	\$1000	89424	\$1000
85321	\$1000	85606	\$1000	85937	\$1000	86401	\$1000	89021	\$1000	89425	\$1000
85322	\$1000	85607	\$1000	85938	\$1000	86402	\$1000	89023	\$1000	89426	\$1000
85325	\$1000	85609	\$1000	85939	\$1000	86404	\$1000	89025	\$1000	89427	\$1000
85326	\$1000	85610	\$1000	85940	\$1000	86406	\$1000	89027	\$1000	89430	\$1000
85328	\$1000	85611	\$1000	85941	\$1000	86411	\$1000	89029	\$1000	89438	\$1000
85332	\$1000	85613	\$1000	85942	\$1000	86412	\$1000	89033	\$1000	89442	\$1000
85333	\$1000	85615	\$1000	86001	\$1000	86413	\$1000	89039	\$1000	89444	\$1000
85337	\$1000	85616	\$1000	86004	\$1000	86426	\$1000	89040	\$1000	89445	\$1000
85343	\$1000	85617	\$1000	86016	\$1000	86429	\$1000	89041	\$1000	89446	\$1000
85344	\$1000	85618	\$1000	86018	\$1000	86431	\$1000	89042	\$1000	89447	\$1000
85347	\$1000	85623	\$1000	86020	\$1000	86432	\$1000	89043	\$1000	89451	\$1000
85348	\$1000	85625	\$1000	86021	\$1000	86434	\$1000	89045	\$1000	89510	\$1000
85352	\$1000	85627	\$1000	86022	\$1000	86435	\$1000	89046	\$1000	89801	\$1000
85354	\$1000	85630	\$1000	86023	\$1000	86436	\$1000	89047	\$1000	89802	\$1000
85356	\$1000	85631	\$1000	86024	\$1000	86437	\$1000	89048	\$1000	89803	\$1000
85357	\$1000	85632	\$1000	86025	\$1000	86438	\$1000	89049	\$1000	89815	\$1000
85364	\$1000	85634	\$1000	86028	\$1000	86440	\$1000	89060	\$1000	89820	\$1000
85365	\$1000	85635	\$1000	86029	\$1000	86441	\$1000	89061	\$1000	89821	\$1000
85367	\$1000	85636	\$1000	86030	\$1000	86442	\$1000	89070	\$1000	89822	\$1000
85367	\$1000	85638	\$1000	86031	\$1000	86443	\$1000	89124	\$1000	89823	\$1000
85390	\$1000	85643	\$1000	86032	\$1000	86444	\$1000	89131	\$1000	89824	\$1000
85501	\$1000	85644	\$1000	86033	\$1000	86502	\$1000	89143	\$1000	89825	\$1000
85502	\$1000	85650	\$1000	86034	\$1000	86503	\$1000	89149	\$1000	89828	\$1000
85530	\$1000	85670	\$1000	86035	\$1000	86505	\$1000	89301	\$1000	89831	\$1000
85531	\$1000	85735	\$1000	86036	\$1000	86506	\$1000	89310	\$1000	89833	\$1000
85532	\$1000	85901	\$1000	86038	\$1000	86507	\$1000	89311	\$1000	89834	\$1000
85533	\$1000	85902	\$1000	86039	\$1000	86510	\$1000	89314	\$1000	89835	\$1000
85534	\$1000	85911	\$1000	86040	\$1000	86512	\$1000	89315	\$1000	91963	\$1000
85535	\$1000	85912	\$1000	86042	\$1000	86514	\$1000	89316	\$1000	91980	\$1000
85536	\$1000	85920	\$1000	86043	\$1000	86520	\$1000	89317	\$1000	91987	\$1000
85539	\$1000	85922	\$1000	86044	\$1000	86535	\$1000	89318	\$1000	92004	\$1000
85540	\$1000	85923	\$1000	86045	\$1000	86538	\$1000	89319	\$1000	92066	\$1000
85542	\$1000	85924	\$1000	86046	\$1000	86540	\$1000	89402	\$1000	92080	\$1000
85543	\$1000	85925	\$1000	86047	\$1000	86545	\$1000	89404	\$1000	92086	\$1000
85544	\$1000	85926	\$1000	86052	\$1000	86547	\$1000	89405	\$1000	92225	\$1000
85545	\$1000	85927	\$1000	86053	\$1000	86556	\$1000	89406	\$1000	92227	\$1000
85546	\$1000	85928	\$1000	86054	\$1000	89001	\$1000	89409	\$1000	92228	\$1000
85548	\$1000	85929	\$1000	86305	\$1000	89005	\$1000	89412	\$1000	92231	\$1000
85550	\$1000	85930	\$1000	86320	\$1000	89007	\$1000	89413	\$1000	92232	\$1000
85551	\$1000	85931	\$1000	86321	\$1000	89008	\$1000	89414	\$1000	92233	\$1000

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SECTION 1

RULES

ITEM

BEYOND CHARGE

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.

**350
cont.**

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
92239	\$1000	93208	\$1000	93621	\$1000	95462	\$1000	95721	\$1000	96033	\$1000
92242	\$1000	93226	\$1000	93623	\$1000	95463	\$1000	95724	\$1000	96034	\$1000
92243	\$1000	93237	\$1000	93626	\$1000	95464	\$1000	95728	\$1000	96037	\$1000
92244	\$1000	93238	\$1000	93628	\$1000	95465	\$1000	95910	\$1000	96039	\$1000
92249	\$1000	93240	\$1000	93633	\$1000	95466	\$1000	95914	\$1000	96040	\$1000
92251	\$1000	93244	\$1000	93641	\$1000	95469	\$1000	95915	\$1000	96041	\$1000
92252	\$1000	93254	\$1000	93642	\$1000	95471	\$1000	95916	\$1000	96046	\$1000
92254	\$1000	93255	\$1000	93643	\$1000	95485	\$1000	95919	\$1000	96047	\$1000
92256	\$1000	93260	\$1000	93644	\$1000	95493	\$1000	95922	\$1000	96048	\$1000
92267	\$1000	93262	\$1000	93645	\$1000	95494	\$1000	95923	\$1000	96050	\$1000
92268	\$1000	93265	\$1000	93646	\$1000	95495	\$1000	95925	\$1000	96051	\$1000
92280	\$1000	93271	\$1000	93647	\$1000	95501	\$1000	95930	\$1000	96052	\$1000
92281	\$1000	93283	\$1000	93651	\$1000	95502	\$1000	95934	\$1000	96054	\$1000
92284	\$1000	93285	\$1000	93653	\$1000	95503	\$1000	95935	\$1000	96056	\$1000
92285	\$1000	93286	\$1000	93664	\$1000	95518	\$1000	95936	\$1000	96057	\$1000
92286	\$1000	93450	\$1000	93667	\$1000	95519	\$1000	95941	\$1000	96058	\$1000
92304	\$1000	93505	\$1000	93669	\$1000	95521	\$1000	95942	\$1000	96059	\$1000
92305	\$1000	93512	\$1000	93675	\$1000	95525	\$1000	95944	\$1000	96062	\$1000
92307	\$1000	93513	\$1000	94922	\$1000	95526	\$1000	95947	\$1000	96063	\$1000
92308	\$1000	93514	\$1000	94923	\$1000	95527	\$1000	95954	\$1000	96065	\$1000
92309	\$1000	93516	\$1000	95043	\$1000	95534	\$1000	95956	\$1000	96067	\$1000
92310	\$1000	93517	\$1000	95255	\$1000	95536	\$1000	95960	\$1000	96069	\$1000
92314	\$1000	93518	\$1000	95306	\$1000	95538	\$1000	95962	\$1000	96070	\$1000
92315	\$1000	93519	\$1000	95311	\$1000	95540	\$1000	95971	\$1000	96071	\$1000
92327	\$1000	93523	\$1000	95318	\$1000	95543	\$1000	95972	\$1000	96075	\$1000
92328	\$1000	93526	\$1000	95321	\$1000	95546	\$1000	95981	\$1000	96076	\$1000
92332	\$1000	93527	\$1000	95335	\$1000	95548	\$1000	95983	\$1000	96084	\$1000
92333	\$1000	93528	\$1000	95338	\$1000	95552	\$1000	95984	\$1000	96085	\$1000
92338	\$1000	93529	\$1000	95345	\$1000	95555	\$1000	96006	\$1000	96086	\$1000
92339	\$1000	93530	\$1000	95346	\$1000	95556	\$1000	96008	\$1000	96088	\$1000
92341	\$1000	93541	\$1000	95364	\$1000	95558	\$1000	96010	\$1000	96093	\$1000
92342	\$1000	93545	\$1000	95389	\$1000	95560	\$1000	96011	\$1000	96094	\$1000
92347	\$1000	93546	\$1000	95421	\$1000	95563	\$1000	96013	\$1000	96096	\$1000
92356	\$1000	93549	\$1000	95423	\$1000	95565	\$1000	96014	\$1000	96097	\$1000
92363	\$1000	93554	\$1000	95427	\$1000	95567	\$1000	96015	\$1000	96101	\$1000
92364	\$1000	93561	\$1000	95428	\$1000	95568	\$1000	96016	\$1000	96103	\$1000
92365	\$1000	93562	\$1000	95437	\$1000	95570	\$1000	96017	\$1000	96104	\$1000
92384	\$1000	93592	\$1000	95450	\$1000	95573	\$1000	96019	\$1000	96105	\$1000
92386	\$1000	93596	\$1000	95451	\$1000	95595	\$1000	96023	\$1000	96106	\$1000
92389	\$1000	93601	\$1000	95453	\$1000	95606	\$1000	96024	\$1000	96107	\$1000
92398	\$1000	93602	\$1000	95456	\$1000	95619	\$1000	96025	\$1000	96108	\$1000
92536	\$1000	93603	\$1000	95457	\$1000	95642	\$1000	96027	\$1000	96109	\$1000
92539	\$1000	93604	\$1000	95458	\$1000	95654	\$1000	96028	\$1000	96110	\$1000
92561	\$1000	93614	\$1000	95460	\$1000	95666	\$1000	96031	\$1000	96112	\$1000
93205	\$1000	93615	\$1000	95461	\$1000	95720	\$1000	96032	\$1000	96113	\$1000

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SECTION 1

RULES

BEYOND CHARGE

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**350
cont.**

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
96114	\$1000	97039	\$1000	97146	\$1000	97394	\$1000	97489	\$1000	97733	\$1000
96115	\$1000	97040	\$1000	97147	\$1000	97396	\$1000	97490	\$1000	97735	\$1000
96116	\$1000	97041	\$1000	97148	\$1000	97406	\$1000	97492	\$1000	97736	\$1000
96117	\$1000	97042	\$1000	97149	\$1000	97411	\$1000	97493	\$1000	97737	\$1000
96118	\$1000	97044	\$1000	97231	\$1000	97412	\$1000	97498	\$1000	97738	\$1000
96119	\$1000	97049	\$1000	97324	\$1000	97413	\$1000	97523	\$1000	97739	\$1000
96120	\$1000	97051	\$1000	97325	\$1000	97414	\$1000	97531	\$1000	97740	\$1000
96121	\$1000	97053	\$1000	97326	\$1000	97415	\$1000	97534	\$1000	97741	\$1000
96122	\$1000	97055	\$1000	97329	\$1000	97416	\$1000	97536	\$1000	97750	\$1000
96123	\$1000	97056	\$1000	97338	\$1000	97419	\$1000	97538	\$1000	97751	\$1000
96124	\$1000	97057	\$1000	97341	\$1000	97420	\$1000	97539	\$1000	97752	\$1000
96125	\$1000	97058	\$1000	97342	\$1000	97423	\$1000	97541	\$1000	97758	\$1000
96126	\$1000	97063	\$1000	97343	\$1000	97427	\$1000	97544	\$1000	97759	\$1000
96127	\$1000	97064	\$1000	97344	\$1000	97430	\$1000	97601	\$1000	97761	\$1000
96128	\$1000	97065	\$1000	97345	\$1000	97431	\$1000	97602	\$1000	97801	\$1000
96129	\$1000	97067	\$1000	97346	\$1000	97434	\$1000	97603	\$1000	97810	\$1000
96130	\$1000	97101	\$1000	97347	\$1000	97436	\$1000	97620	\$1000	97812	\$1000
96132	\$1000	97102	\$1000	97350	\$1000	97437	\$1000	97621	\$1000	97813	\$1000
96133	\$1000	97103	\$1000	97357	\$1000	97438	\$1000	97622	\$1000	97814	\$1000
96134	\$1000	97106	\$1000	97358	\$1000	97439	\$1000	97623	\$1000	97817	\$1000
96135	\$1000	97107	\$1000	97360	\$1000	97441	\$1000	97624	\$1000	97818	\$1000
96136	\$1000	97108	\$1000	97361	\$1000	97443	\$1000	97625	\$1000	97819	\$1000
96137	\$1000	97109	\$1000	97364	\$1000	97444	\$1000	97627	\$1000	97820	\$1000
96140	\$1000	97110	\$1000	97365	\$1000	97447	\$1000	97630	\$1000	97821	\$1000
96141	\$1000	97111	\$1000	97366	\$1000	97449	\$1000	97632	\$1000	97823	\$1000
96142	\$1000	97112	\$1000	97367	\$1000	97450	\$1000	97633	\$1000	97824	\$1000
96143	\$1000	97116	\$1000	97368	\$1000	97452	\$1000	97634	\$1000	97826	\$1000
96146	\$1000	97117	\$1000	97369	\$1000	97453	\$1000	97635	\$1000	97827	\$1000
96148	\$1000	97118	\$1000	97370	\$1000	97454	\$1000	97636	\$1000	97828	\$1000
96150	\$1000	97119	\$1000	97371	\$1000	97455	\$1000	97637	\$1000	97830	\$1000
96162	\$1000	97121	\$1000	97372	\$1000	97456	\$1000	97638	\$1000	97831	\$1000
97001	\$1000	97122	\$1000	97374	\$1000	97458	\$1000	97639	\$1000	97833	\$1000
97011	\$1000	97125	\$1000	97375	\$1000	97459	\$1000	97640	\$1000	97834	\$1000
97014	\$1000	97128	\$1000	97376	\$1000	97461	\$1000	97641	\$1000	97835	\$1000
97016	\$1000	97130	\$1000	97378	\$1000	97463	\$1000	97702	\$1000	97836	\$1000
97017	\$1000	97131	\$1000	97380	\$1000	97465	\$1000	97707	\$1000	97837	\$1000
97019	\$1000	97133	\$1000	97381	\$1000	97466	\$1000	97710	\$1000	97838	\$1000
97021	\$1000	97134	\$1000	97383	\$1000	97467	\$1000	97711	\$1000	97839	\$1000
97023	\$1000	97135	\$1000	97384	\$1000	97473	\$1000	97712	\$1000	97840	\$1000
97028	\$1000	97136	\$1000	97385	\$1000	97476	\$1000	97720	\$1000	97841	\$1000
97029	\$1000	97138	\$1000	97386	\$1000	97480	\$1000	97721	\$1000	97842	\$1000
97031	\$1000	97141	\$1000	97388	\$1000	97481	\$1000	97722	\$1000	97843	\$1000
97033	\$1000	97143	\$1000	97390	\$1000	97484	\$1000	97730	\$1000	97844	\$1000
97037	\$1000	97144	\$1000	97391	\$1000	97487	\$1000	97731	\$1000	97845	\$1000
97038	\$1000	97145	\$1000	97392	\$1000	97488	\$1000	97732	\$1000	97846	\$1000

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SECTION 1

RULES

ITEM

BEYOND CHARGE

**350
cont.**

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ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge
97848	\$1000	98061	\$1000	98286	\$1000	98361	\$1000	98562	\$1000	98647	\$1000
97850	\$1000	98065	\$1000	98288	\$1000	98362	\$1000	98563	\$1000	98648	\$1000
97856	\$1000	98070	\$1000	98293	\$1000	98363	\$1000	98564	\$1000	98649	\$1000
97857	\$1000	98110	\$1000	98294	\$1000	98364	\$1000	98566	\$1000	98650	\$1000
97859	\$1000	98220	\$1000	98295	\$1000	98365	\$1000	98568	\$1000	98651	\$1000
97862	\$1000	98221	\$1000	98303	\$1000	98366	\$1000	98569	\$1000	98671	\$1000
97864	\$1000	98222	\$1000	98304	\$1000	98367	\$1000	98571	\$1000	98672	\$1000
97865	\$1000	98223	\$1000	98305	\$1000	98368	\$1000	98572	\$1000	98675	\$1000
97867	\$1000	98224	\$1000	98310	\$1000	98370	\$1000	98575	\$1000	98801	\$1000
97868	\$1000	98225	\$1000	98311	\$1000	98376	\$1000	98576	\$1000	98802	\$1000
97869	\$1000	98226	\$1000	98312	\$1000	98377	\$1000	98577	\$1000	98807	\$1000
97870	\$1000	98230	\$1000	98314	\$1000	98378	\$1000	98580	\$1000	98811	\$1000
97872	\$1000	98236	\$1000	98315	\$1000	98380	\$1000	98582	\$1000	98812	\$1000
97873	\$1000	98237	\$1000	98320	\$1000	98381	\$1000	98583	\$1000	98813	\$1000
97874	\$1000	98239	\$1000	98321	\$1000	98382	\$1000	98584	\$1000	98814	\$1000
97875	\$1000	98240	\$1000	98322	\$1000	98383	\$1000	98585	\$1000	98815	\$1000
97876	\$1000	98241	\$1000	98323	\$1000	98384	\$1000	98586	\$1000	98816	\$1000
97877	\$1000	98243	\$1000	98324	\$1000	98386	\$1000	98587	\$1000	98817	\$1000
97882	\$1000	98244	\$1000	98325	\$1000	98392	\$1000	98588	\$1000	98819	\$1000
97883	\$1000	98245	\$1000	98326	\$1000	98393	\$1000	98590	\$1000	98821	\$1000
97884	\$1000	98247	\$1000	98328	\$1000	98394	\$1000	98592	\$1000	98822	\$1000
97885	\$1000	98249	\$1000	98329	\$1000	98395	\$1000	98595	\$1000	98823	\$1000
97886	\$1000	98250	\$1000	98330	\$1000	98397	\$1000	98597	\$1000	98824	\$1000
97901	\$1000	98251	\$1000	98331	\$1000	98398	\$1000	98601	\$1000	98826	\$1000
97902	\$1000	98252	\$1000	98332	\$1000	98520	\$1000	98602	\$1000	98827	\$1000
97903	\$1000	98253	\$1000	98333	\$1000	98524	\$1000	98603	\$1000	98828	\$1000
97904	\$1000	98255	\$1000	98335	\$1000	98526	\$1000	98607	\$1000	98829	\$1000
97905	\$1000	98256	\$1000	98336	\$1000	98527	\$1000	98610	\$1000	98830	\$1000
97906	\$1000	98257	\$1000	98337	\$1000	98528	\$1000	98612	\$1000	98831	\$1000
97907	\$1000	98258	\$1000	98338	\$1000	98533	\$1000	98613	\$1000	98832	\$1000
97908	\$1000	98260	\$1000	98339	\$1000	98535	\$1000	98616	\$1000	98833	\$1000
97909	\$1000	98261	\$1000	98340	\$1000	98536	\$1000	98619	\$1000	98834	\$1000
97910	\$1000	98262	\$1000	98342	\$1000	98537	\$1000	98620	\$1000	98836	\$1000
97911	\$1000	98263	\$1000	98345	\$1000	98541	\$1000	98621	\$1000	98837	\$1000
97913	\$1000	98264	\$1000	98346	\$1000	98542	\$1000	98623	\$1000	98840	\$1000
97914	\$1000	98266	\$1000	98348	\$1000	98546	\$1000	98624	\$1000	98841	\$1000
97917	\$1000	98267	\$1000	98349	\$1000	98547	\$1000	98628	\$1000	98843	\$1000
97918	\$1000	98277	\$1000	98350	\$1000	98548	\$1000	98631	\$1000	98844	\$1000
97920	\$1000	98278	\$1000	98351	\$1000	98550	\$1000	98635	\$1000	98845	\$1000
98010	\$1000	98279	\$1000	98353	\$1000	98552	\$1000	98637	\$1000	98846	\$1000
98013	\$1000	98280	\$1000	98355	\$1000	98554	\$1000	98638	\$1000	98847	\$1000
98022	\$1000	98281	\$1000	98356	\$1000	98555	\$1000	98640	\$1000	98848	\$1000
98038	\$1000	98282	\$1000	98358	\$1000	98557	\$1000	98641	\$1000	98849	\$1000
98045	\$1000	98283	\$1000	98359	\$1000	98560	\$1000	98643	\$1000	98850	\$1000
98051	\$1000	98284	\$1000	98360	\$1000	98561	\$1000	98644	\$1000	98851	\$1000

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SECTION 1

RULES

ITEM

BEYOND CHARGE

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**350
conc.**

ZIP	Charge	ZIP	Charge	ZIP	Charge	ZIP	Charge				
98852	\$1000	99009	\$1000	99147	\$1000	99345	\$1000				
98853	\$1000	99012	\$1000	99148	\$1000	99346	\$1000				
98855	\$1000	99013	\$1000	99150	\$1000	99347	\$1000				
98856	\$1000	99017	\$1000	99151	\$1000	99348	\$1000				
98857	\$1000	99018	\$1000	99152	\$1000	99349	\$1000				
98858	\$1000	99030	\$1000	99153	\$1000	99350	\$1000				
98859	\$1000	99031	\$1000	99155	\$1000	99352	\$1000				
98860	\$1000	99033	\$1000	99156	\$1000	99353	\$1000				
98862	\$1000	99034	\$1000	99157	\$1000	99356	\$1000				
98901	\$1000	99039	\$1000	99158	\$1000	99357	\$1000				
98902	\$1000	99040	\$1000	99159	\$1000	99361	\$1000				
98903	\$1000	99101	\$1000	99160	\$1000	99371	\$1000				
98904	\$1000	99102	\$1000	99161	\$1000	99401	\$1000				
98907	\$1000	99103	\$1000	99163	\$1000	99402	\$1000				
98908	\$1000	99105	\$1000	99164	\$1000	99403	\$1000				
98909	\$1000	99107	\$1000	99165	\$1000						
98920	\$1000	99109	\$1000	99166	\$1000						
98921	\$1000	99111	\$1000	99167	\$1000						
98922	\$1000	99113	\$1000	99170	\$1000						
98923	\$1000	99114	\$1000	99171	\$1000						
98925	\$1000	99115	\$1000	99173	\$1000						
98926	\$1000	99116	\$1000	99174	\$1000						
98929	\$1000	99117	\$1000	99176	\$1000						
98930	\$1000	99118	\$1000	99179	\$1000						
98932	\$1000	99119	\$1000	99180	\$1000						
98933	\$1000	99121	\$1000	99181	\$1000						
98934	\$1000	99122	\$1000	99185	\$1000						
98935	\$1000	99123	\$1000	99201	\$1500						
98936	\$1000	99124	\$1000	99202	\$1500						
98937	\$1000	99125	\$1000	99203	\$1500						
98938	\$1000	99126	\$1000	99204	\$1500						
98939	\$1000	99127	\$1000	99205	\$1500						
98940	\$1000	99128	\$1000	99206	\$1500						
98941	\$1000	99129	\$1000	99207	\$1500						
98942	\$1000	99130	\$1000	99208	\$1500						
98943	\$1000	99131	\$1000	99212	\$1500						
98944	\$1000	99133	\$1000	99216	\$1500						
98946	\$1000	99135	\$1000	99217	\$1500						
98947	\$1000	99136	\$1000	99218	\$1500						
98948	\$1000	99137	\$1000	99223	\$1500						
98950	\$1000	99138	\$1000	99224	\$1500						
98951	\$1000	99139	\$1000	99320	\$1000						
98952	\$1000	99140	\$1000	99321	\$1000						
98953	\$1000	99141	\$1000	99322	\$1000						
99008	\$1000	99143	\$1000	99328	\$1000						

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SECTION 1

RULES

ITEM

BILL of LADING, GENERAL

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.

360

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

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.

365

BREAK BULK / CROSS DOCK CHARGE

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 \$500.00 fee for the use of their facility.

370

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SECTION 1

RULES

ITEM

CALIFORNIA COMPLIANCE CHARGE

380

An accessorial charge of \$7.50 will affect all orders less than 30,000 lbs. that move within or too and from California.

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

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

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

- 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.

430

COLLECTION & PAYMENT OF CHARGES

- 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

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.

450

CONVENTIONS / EXHIBITION CENTERS

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

455

CUSTOMS BOND SHIPMENTS

- 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.

460

DEADHEAD MILEAGE CHARGE

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 **\$3.50 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.

470

DELIVERY at DESTINATION WITHOUT RECEIPT

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.

485

DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS

- 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 **\$25.00 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

- 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.

510

EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT

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

520

EXCLUSIVE USE of DECK SPACE

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.

550

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

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.

560

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EXTRA LABOR

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

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

561

DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN
Monday through Friday (Except Legal Holidays) 8:00 A.M. through 5:00 P.M.	\$ 100.00	1 Hour
Monday through Friday (Except Legal Holidays) 5:00 P.M. through 8:00 A.M.	\$ 150.00	1 Hour
Saturday or Sunday	\$ 200.00	4 Hours
Legal Holidays (As defined in Item 110)	\$ 250.00	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

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.

563

FORKLIST, USE OF (WAREHOUSE)

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

564

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FRACTIONS, DISPOSITION OF

- 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.

565

HANDLING FEE

Shipments requiring additional handling, other than normal shipment handling, will be assessed an additional charge of \$75.00.

566

HANDLING FREIGHT at POSITIONS NOT IMMEDIATELY ADJACENT to VEHICLE

- 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.

567

HOT EXPEDITED DELIVERY

Carrier shall provide Hot Expedited Delivery service at \$5.00 per mile, subject to a Minimum Charge of \$500.00.

568

HOURLY RATES

Hourly rated shipments will be charged \$175.00 per hour. Rate includes driver and power, subject to a Minimum Charge of \$1400.00, being billed terminal to terminal.

569

IMPRACTICABLE OPERATIONS

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

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.

570

INACTIVITY

Carrier reserves the right to cancel negotiated pricing programs due to the lack of shipment activity over a thirty (30) consecutive day period.

571

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INSIDE DELIVERY							
<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>						573	
LIMITATION of LIABILITY							
<p>Carrier's limitations of liability are subject to two primary parts of the 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 \$2.00 per pound (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 \$0.50 per pound. Personal Effects and/or Household Goods will be valued at \$0.10 per pound. Spot Quote rated shipments shall have a maximum liability of \$0.50 per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$0.50 per pound. Carrier's maximum liability per occurrence shall not exceed \$100,000.00.</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 \$0.50 per pound. 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>						600	
LONG FREIGHT							
<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 20 feet in length.</p>						605	
LTL SHIPMENTS MOVING UNDER a FLAT MINIMUM CHARGE							
<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 \$500.00</p>						610	
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>							
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MARKING, TAGGING, SORTING or SEGREGATING FREIGHT

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 **\$3.00** per 100 pounds, subject to a minimum charge of \$50.00 per shipment.

620

MIXED SHIPMENTS

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.

642

NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT

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.

655

OVER DIMENSION FREIGHT

- 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 16.1 feet and up 20ft will be subject to \$5.00 per total foot charge
Any shipment which is more than 20 feet in length will be subject to an additional charge of \$ 250.00.
- 3: **OVERWIDTH CHARGES:**
Any shipment which is more than 8 feet in width will be subject to an additional charge of \$500.00.

670

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

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PAYMENT of FREIGHT CHARGES

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

720

See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.

PERMITS, SPECIAL

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

740

PICKUP or DELIVERY on SATURDAYS, SUNDAYS or LEGAL HOLIDAYS

- 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.
- 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 **\$ 500.00** per pickup or delivery.
- 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.
- 4: See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.

754

PICKUP OR DELIVERY — OTHER THAN DURING REGULAR WORKING HOURS

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.

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 **\$150.00** per hour for truck and driver ONLY. See Item 754 for weekend & holiday pickup or delivery service.

756

- NOTE:
- (a) The carrier is not obligated to provide such service.
 - (b) Time shall be computed from the time of departure from carrier's terminal until the time of return to the same terminal.

PILOT or FLAG CAR SERVICE

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 \$3.00 per mile, subject to a Minimum Charge of \$500.00 per shipment.

760

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PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment:

- 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.
- 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.
- C: Livestock and household pets will NOT be accepted for transportation.
- D: Articles classified as Hazardous Materials.

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.

780

PROOF of DELIVERY

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of **\$25.00** per Proof of Delivery "POD" request.

784

PROTECTION from HEAT or COLD

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

810

RECONSIGNMENT / DIVERSION

If outside the original delivery terminal service area, the tariff or contract rate from origin to reconsignment point plus the tariff or contract rate from reconsignment point to ultimate destination will apply. If within original terminal delivery area **prior** to tender of delivery, a fee of \$ 25.00 will be assessed. If within original terminal delivery area **after** tender of delivery, a charge of \$ 3.00 per cwt. , subject to a \$ 100.00 Minimum Charge will apply. A change in consignee, but not place of delivery, will warrant a \$50.00 charge, as long as delivery was not attempted.

840

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REDELIVERY, RETURN SHIPMENTS, and STORAGE

- 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.
- 2: In the event that redelivery is subsequently accomplished, an additional charge of **\$75.00** 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.
- 3: **24 hours** 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.
- 4: Shipments returned to the shipper will be charged for such return at an additional **75%** of the outbound rate.
- 5: The item shall only apply to LTL shipments (less than 10,000 lbs.).

860

REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.

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

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

870

REPACKAGING

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 **\$75.00** per shipping unit.

873

RESIDENTIAL FORKLIFT

For use of a forklift at a residential address, Carrier will charge **\$ 20.00** per cwt., subject to a **\$ 250.00** Minimum Charge and **\$ 450.00** Maximum Charge.

875

RESIDENTIAL PICK-UP or DELIVERY

For Residential Pick-up or Delivery service, Carrier will charge **\$ 5.00** per cwt., subject to a **\$ 150.00** Minimum Charge and **\$ 1000.00** Maximum Charge.

880

REWEIGHING

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 **carrier cost plus \$25.00** on the freight bill.

881

SAME DAY DELIVERY

When debtor requests same day delivery of shipment, carrier will charge an additional **\$300.00** per shipment..

882

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SECTION 1

RULES

ITEM

SHIPPER’S LOAD and COUNT – SL&C

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.

884

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.

SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS

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 **carrier cost plus 10%** on the freight bill. (Also see Item 300 of this Rules Tariff)

890

STOPOFFS, SPLIT PICKUPS, SPLIT DELIVERIES, and DIVERSION:

- 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.
- 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.
- 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.
- 4: Charges will be assessed on the basis of the through rate from point of origin to final destination, plus a charge of **\$100.00** for each stop to complete loading or to partially unload **and** for each reconsignment or diversion plus **\$5.00** per excess mile.

 “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.
- 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.

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ISSUED: Apr. 21, 2016		Original Page		Correction No. 0		EFFECTIVE: <input checked="" type="checkbox"/>	
SECTION 1							
RULES							ITEM
<u>STORAGE</u>							
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.							905
<u>SUMMARY INVOICES</u>							
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.							910
<u>TARPING CHARGE</u>							
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.							930
<u>TRAILER RENTAL</u>							
Carrier may rent out its trailers at \$250.00 per day.							960
<u>VEHICLES FURNISHED, BUT NOT USED</u>							
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 \$5.00 per mile , subject to a Minimum Charge of \$400.00 .							985
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SECTION 1

RULES

ITEM

DIMENSIONAL WEIGHT, COMPUTATION of

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:

$$\text{Length (in inches) X Width (in Inches) X Height (in inches) } \div 194 = \text{CDW}$$

990

WEIGHTS – GROSS WEIGHTS USED

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 **\$100.00**.

991

WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS

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

992

WEIGHT in the CALCULATION of PALLET RATES

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.

993

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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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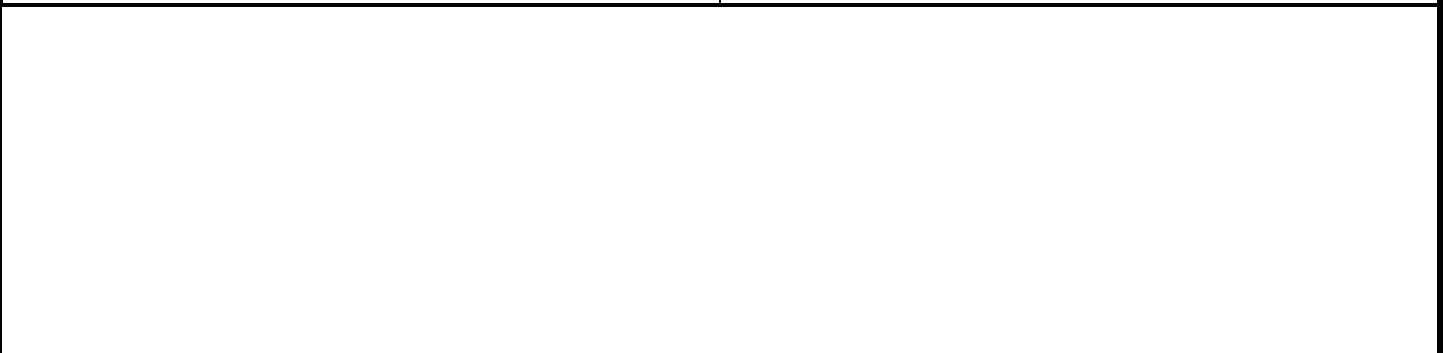
SECTION 3

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 without substantive change.
<input checked="" type="checkbox"/> Same Issued Date as Original Title Page	<input checked="" type="checkbox"/> Same Effective Date 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)	5.5% of collection	\$ 50.00	430
California Compliance Charge	\$ 7.50	\$ 7.50	380
Chassis, Obtaining of	\$ 100.00 per chassis	\$ 100.00	406
Customs Bond Shipments	\$ 100.00 per shipment	\$ 100.00	460
Deadhead Mileage	\$ 1.50 per mile	Must see Item	470
Detention or Delay	\$ 25.00 / ¼ hour after free time	\$ 25.00	500
Detention Without Power Units	\$ 100.00 / 24 hrs after 24 hrs	\$ 100.00	510
Diversion or Reconsignment	\$ 300.00 / stop & Excess Mileage	Must see Item	900
LTL Shipment Moving Under Floor Minimum Charge	\$ 500.00 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	\$ 3.00 per mile	\$ 50000	760
Proof of Delivery after 1 free POD / shipper / month	\$ 25.00 per POD	\$ 25.00	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	\$ 100.00 / 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	\$100.00	1 Hour	
Monday – Friday, 5 PM to 8 AM	\$ 150.00	1 Hour	
Saturday or Sunday	\$ 200.00	4 Hours	
Legal Holidays, (See Item 110)	\$ 250.00	4 Hours	

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

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