



## Holland and Reddaway Special Services Schedule

Effective June 14, 2004  
(Last Update: December 21, 2011)

### **Holland and Reddaway governing rules and charges for special services and exceptions**

Rules, regulations, and charges for special services outlined herein supersede those outlined in HMES 100-N, USF 100, and RETL Service Schedule 105. These rules, regulations, and charges will apply unless superseded by customer-specific contracts or agreements containing exceptions to items in this tariff.

## A Summary Of Frequently Used Supplemental Services (USA & Canada)

Service	Charges (in US Dollar)	Item #	Page
Advancing Charges	6% of Amount Advanced; min \$67.25	300	17
Bills of Lading - Corrected	\$26.00 per each corrected bill of lading.	360	17
Blind Shipments	\$33.00 per shipment.	822	43
Chicago IL delivery surcharge	\$40.00 per Shipment	282	16
Collect On Delivery (COD) Shipments	5% of COD amount; min \$76.00	430	21
Convention Centers - Pickup & Delivery	\$249.00 per shipment; See Item for details.	759	39
Customs or In-Bond Freight	\$3.60 per CWT; min \$76.00 max \$358.00	480	24
Detention With Power	\$42.00 for each 15 minutes; min \$61.50. See Item for determination of allowed free time.	500	25
Detention Without Power	24 hours free time. \$105.00 per trailer for each additional 24 hours.	500	25
Dry Run	\$98.00 per shipment	986	47
Excess Value / Ad Valorem	\$4.00 per each \$100.00 in excess value; min \$53.00; see Item for maximum excess value.	420	18
Extra Labor	See Item for details.	560	27
Extreme Length	Articles exceeding 15 feet in length and less than 12" in width; \$168.00 per shipment added to the charges after discount.	620	34
Freight (Lading) Transfer	\$3.20 per CWT; min \$492.00	959	47
Hazardous Materials or Substances	\$18.25 per shipment plus costs of required permits.	540	26
Inside Pickup or Delivery	Standard: \$8.75/100 lbs; min \$65.75 max \$930.00 Urban locations: See Item for specifics. \$18.00 per 100 lbs; min \$88.00 max \$930.00	566	28
Liability Limitations	Shipments originating from US: \$10.00 per pound per package or article, \$100,000.00 per shipment. Shipments originating from Canada: CDN\$2.00/ lb.	420	18
Liftgate Service	\$6.00 per CWT; min \$119.00 max \$299.00	520	26
Lumper Service	\$19.00 per pallet; min \$19.00; Unpalletized shipments: Greater of \$1.05 per piece or \$1.75 per CWT; min \$77.00	888	45
Marking or Tagging Freight	\$4.00 per package or piece; min \$63.00	580	32
Notification Prior To Delivery	\$38.50 per shipment.	758	39
O'Hare Airport Pickup Charge	\$40.00 per shipment	283	17
Protection From Freezing	\$2.00 per CWT; min \$20.00	810	41
Reconsignment , Diversion and Relinquishment	See Item for details.	820	42
Residential & Other Non-Commercial Locations	\$8.50 per CWT; min \$96.00 max \$470.00 See Item on rates to Garment Area in NYC.	752	36
Saturday, Sunday, & Non-Business Hours - Pickup & Delivery	\$88.25 per person per hour. See Item for details on minimum charges depending on location.	755	39
Sorting, Segregating & Reconstructing	Higher of \$1.10/piece or \$1.80/ CWT; min \$77.00	887	45
Special Equipment	Carrier's actual cost plus ten (10%) percent (excluding pallet jacks, liftgate and f/l equipment).	757	39
Stopoffs	\$124.50 per stop up to three (3) stops per truckload.	900	46
Storage	See Item for details.	910	46
Expedited Delivery	Current expedited tariff or negotiated between Shipper and Carrier.		6
Guaranteed Delivery - Before 3:30 PM	20% premium on net linehaul charge; min \$35.00 fee added to the applicable charges.		6
Guaranteed Delivery - Before Noon	30% premium on net linehaul charge; min \$65.00 added to the applicable charges		6

Guaranteed Delivery - Before 9:00 AM	40% premium on net linehaul charge; min \$100.00 added to the applicable charges		6
Guaranteed Window – Single- or multi-hour	45% premium on net linehaul charge; min \$150.00 fee added to the applicable charges.		6
Guaranteed Window – Single Day or Multi Day	20% premium on net linehaul charge; min \$35.00 fee added to the applicable charges.		6
Weight Correction Fee	\$23.25 per shipment.	992	48
Description Correction Fee	\$23.25 per shipment.	993	14

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the customer may write "Guaranteed Window" and the "from" and "to" dates in the following format "mm/dd – mm/dd". If a specific time is being requested for Guaranteed Window the times must be written as "mm/dd – mm-dd - hh/mm – hh/mm" in addition to writing "Guaranteed Window". In the case of an Expedited Delivery Shipment, the customer may write "EXPEDITED DELIVERY – 5:00 PM", "EXPEDITED DELIVERY – NOON" or the quote number obtained from Carrier and all other required information on all copies of the bill of lading, including the authorized signature of customer. Bills of lading for Expedited Delivery Shipments tendered to Reddaway must include a clearly-written quote number. The validity of such requests shall be subject to Carrier's sole determination.

- C. Collect shipments will be accepted provided the Shipper does not execute Section 7 of the bill of lading.
  - D. Special services and equipment requirements requested of and approved by the Carrier must be clearly written on the bill of lading.
  - E. If the customer requests a Guaranteed Delivery or Expedited Delivery time on the bill of lading that is not available in the Carrier's system, Carrier will bill and move that shipment at the next fastest Guaranteed Delivery or Expedited Delivery time available.
  - F. If the customer only writes Guaranteed or Expedited on the bill of lading, Carrier will move the shipment as an end of day Guarantee or Expedite predicated on the service being available on hollandregional.com and reddawayregional.com. Carrier will notify customer in the case of a delay (when known prior to delivery deadline) for Expedited Delivery shipments.
6. Carrier will notify customer in the case of a delay (when known prior to delivery deadline) for Expedited Delivery shipments.
  7. Weekend deliveries are not available for Guaranteed Delivery or Guaranteed Window shipments, but they may be available under Expedited Delivery service (call for service availability and details).
  8. Pricing for Guaranteed Delivery Before 3:30 PM will be a 20% premium on net linehaul freight charges, based on the current pricing for the paying customer, subject to a \$35.00 minimum upcharge. Pricing for Guaranteed Delivery Before Noon will be a 30% premium on net linehaul freight charges, based on the current pricing for the paying customer, subject to a \$65.00 minimum upcharge. Pricing for Guaranteed Delivery Before 9:00 AM will be a 40% premium on net linehaul freight charges, based on the current pricing for the paying customer, subject to a \$100.00 minimum upcharge. Any requested (and accepted) value-added (accessorial) services will be assessed at the applicable rate. Any fuel surcharge will be assessed on the linehaul freight charges only
  9. Pricing for Guaranteed Window shipments that require delivery on a specific day or range of days will be a 20% premium on net linehaul freight charges, based on the current pricing for the paying customer subject to a \$35.00 minimum. Pricing for Guaranteed Window shipments that require delivery on a specific day or range of days and a range of one hour or greater window will be a 45% premium on net linehaul freight charges, based on the current pricing for the paying customer subject to a \$150.00 minimum upcharge.
  10. In the absence of a specifically stated base rate publication within this publication or other pricing agreements or contracts, pricing for Expedited Delivery service will be from Carrier's current expedited tariff or negotiated specifically between Carrier and customer on a shipment by shipment basis and no discounts shall apply.
  11. The following commodities are not eligible for Guaranteed Delivery or Expedited Delivery service :
    - A. All Prohibited or Restricted Articles (see Item 780)
    - B. Any pieces over 15 feet in length
    - C. Any shipment that requires Protective Service (see Item 810) applies only to Reddaway
  12. See Item 752 for a list of delivery locations ineligible for Guaranteed Delivery, Guaranteed Window Delivery, or Expedited Delivery, service unless otherwise approved by Carrier.
  13. The following delivery types are not eligible for Guaranteed Delivery service:
    - A. Deliveries requiring an appointment
    - B. Collect on Delivery (COD)
    - C. Order notified
    - D. Any service request declined by the Carrier prior to departure from origin city.
  14. Force Majeure or Acts of God:
    - A. Either parties' performance shall be excused and neither party shall be liable to the extent performance is precluded by Force Majeure or Acts of God.
    - B. Charges for Guaranteed Delivery shipments or Expedited delivery service shipments that are delayed by an act of God or Force Majeure, or other causes beyond Carrier's control may be adjusted to the normal pricing published for the payer, or in the case of Expedited delivery service, the price negotiated between the Carrier and the paying party
  15. An attempted delivery shall constitute a delivery and shall satisfy Carrier's obligations for services. In the case of refusal, our driver will attempt to get the refusing party's signature, date, time, and reason for refusal or inability to deliver.

16. Attempted delivery to a wrong address due to incorrect or incomplete Consignee information provided by the Shipper shall constitute a delivery and shall satisfy Carrier's obligations for services. The resulting required changes to the bill of lading will be assessed at the normal rate.
17. Deliveries requiring special services or equipment are excluded from the Guaranteed Delivery offering unless specifically approved by origin Carrier management prior to pickup. For Guaranteed Delivery shipments tendered to Reddaway, this includes liftgate trailers.

Updated 01-26-09

#### Guaranteed 4 Free Service

The following conditions apply to Guaranteed 4 Free Service:

1. Carrier must be notified of pickup request at least two hours prior to Shipper's closure, and no later than 3:00 PM local (Shipper) time.
2. Shipment must be available for pickup no later than 5:00 PM local (Shipper) time.
3. Receiving customer must be open 8:00 AM to 5:00 PM local (Consignee) time.
4. Applicable only to Regional Delivery shipments wherein Carrier performs both the pickup and delivery services through the use of intra-company Carrier service (single carrier – no agents or interlines).
5. Holidays, both national and those observed locally, will not be counted in the calculation of any standard. Additionally, Good Friday, the day after Thanksgiving, and the days prior to Christmas, New Years Day, and July 4<sup>th</sup> will not be counted in the calculation of standards.
6. This service guarantee only applies on prepaid shipments rated using the most current version of 502 Accu-Rates.
7. Eligible shipments must include a "Guaranteed 4 Free" sticker on the bill of lading. Stickers are available upon request from your local sales representative.
8. Billing adjustment requests must be filed through the Carrier website or through Customer Service within 15 days of the shipment's originally scheduled delivery date. If the shipment charges have already been paid, then a refund will be issued in the amount of the paid charges.
9. This guarantee will not apply whenever shipments are tendered for pickup outside normal Business Hours (defined as 8:00 AM to 5:00 PM Monday through Friday, excluding Holidays).
10. The following are excluded from *Guaranteed 4 Free* service:
  - A. Shipments with pieces over 15 feet in length
  - B. Shipments that require protective service
  - C. Shipments that require special handling equipment (e.g., liftgate)
  - D. International shipments
  - E. Multi-carrier moves (e.g., agents or interline Carriers)
  - F. Hazardous materials
  - G. Deliveries requiring an appointment or notification before delivery
  - H. High security buildings (e.g., UN headquarters)
  - I. Convention centers, carnivals, fairs, circus
  - J. COD or order notify shipments
  - K. Mines or other limited access locations (see Item 752)
  - L. Prohibited or restricted articles (see Item 780)
  - M. Shipments where Carrier declined the service request prior to departure from origin city
  - N. Shipments tendered by payers with credit accounts not in good standing
  - O. Deliveries to non-commercial and special locations (see Item 752)
  - P. Affected metropolitan areas during times of High or Severe Conditions as defined by the Homeland Security Advisory System.
11. Carrier's maximum liability for its failure to comply with the terms, as set forth herein shall be limited to the cancellation of net linehaul transportation charges on the applicable shipment. Carrier shall have no liability for indirect, consequential, or special damages arising from its failure to perform in accordance with the terms as set forth herein.
12. This service can be canceled, suspended, or revoked at the sole discretion of Carrier without prior notice; and, if canceled, suspended, or revoked, Carrier shall have no further obligations hereunder.



Updated 11-25-08

**Item 100 GOVERNING PUBLICATIONS**

1. Unless otherwise provided, this Tariff is governed by the following tariffs and by supplements thereto or successive issues thereof:

<u>Kind or Title</u>	<u>Source</u>
A. Classification	NMF 100 – National Motor Freight Classification
B. Rate Tariff	502 – AccuRates
C. Mileage Guides	HGB 100 and HGB 105 – Household Goods Carriers Bureau
D. ZIP Codes	United States Postal Service 5 Digit ZIP Code Directory
E. Postal Codes	Canadian Postal Code Directory
F. Direct Service	Carrier Direct Service Guides
G. Canadian Bill of Lading	Provincial Motor Carrier Act
H. Hazardous Materials	US Dept. of Transportation regulations as published in CFR 49 Subchapter C.

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**Item 105 OPERATING RIGHTS AND CARRIERS**

Carriers, USF Holland Inc., MC#59206 Sub 37 and 39;  
USF Reddaway Inc., MC#65895 Sub 21

Otherwise herein defined as Carrier, are authorized to operate as a motor carrier by motor vehicle, in interstate and foreign commerce, and intrastate, over irregular routes, transporting general commodities (except Division 1.1, 1.2 or 1.3 explosives, household goods, and commodities in bulk), between points in the United States (except Alaska and Hawaii).

Speedy Transport serves as the Holland Agent Carrier in Canada; Speedy Transport's Canadian Certificate of Competency Numbers are 048-406-119 and 096-249-962

*Updated 3-12-07*

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## Item 110 ABBREVIATIONS AND DEFINITIONS

The following abbreviations and definitions will apply.

**HMES** - Holland

**RETL** - Reddaway

**Agent Carrier** - Connecting line carrier, acting on behalf of Carrier, that may provide origin and/or destination service.

**Absolute Minimum Charge** - The minimum charge after application of all pricing terms.

**Ad Valorem** - Imposed at a rate percent of value.

**Any Quantity Or AQ** - Any quantity of the same commodity or commodities less than the lowest of other stated minimum weights covered by the applicable class or commodity rates.

**Business Days** - Monday through Friday, excluding Holidays

**Business Hours** - 8:00 AM to 5:00 PM local time, excluding Saturdays, Sundays, and legal holidays except that the Consignee may designate its business hours to be other than 8:00 AM to 5:00 PM local time, provided that such designation is made in writing in advance of delivery and that such designated hours include at least six hours all of which are between 8:00 AM and 5:00 PM local time.

**Carrier** - Holland, Reddaway, Agent Carriers, or Interline Carriers.

**Carrier's Equipment** - Any motor truck or other self-propelled highway vehicle, trailer, or any combination of such highway vehicles, operated by carrier.

**CDN\$** - Canadian dollar

**COD** - Collect on Delivery

**Consignee** - The person, firm, or corporation shown on the bill of lading as the party to whom the property is delivered by Carrier.

**Consignor** - The person, firm, or corporation shown on the bill of lading as the shipper of the property received by Carrier for transportation.

**CWT** - One hundred pounds

**Debtor** - The person obligated to pay the accessorial or freight charges to Carrier, whether Consignor, Consignee, or Third-Party.

**Density** - For the purpose of determining NMFC density-based classifications, the dimensions of articles will be calculated in accordance with Section 8, Item 110, NMFC 100 Series.

**Distribution** - The segregation and delivery of property from a composite truckload or other unit of volume.

**Doubles Trailer** - A trailer of 29 feet or less in length or of only 27 lineal feet or less of loading space when trailer exceeds 29 feet.

**Effective Cube** - Effective occupancy in cubic feet shall be determined by multiplying the greatest (most extreme) straight-line dimensions of length, width, and height of space the shipment occupies in inches and dividing the total by 1,728 cubic inches (one cubic foot). The calculation is subject to the following minimum dimensions: **HEIGHT** - A vertical dimension (or height) of not less than 96 inches shall be used to determine the cube of any unit on top of which other freight cannot be loaded because of: 1) the nature of the article; or 2) packaging or lack of packaging use; or 3) palletization in pyramided, rounded off or topped off manner; or 4) specific instructions by the shipper on the bill of lading, or by the Consignee to the effect that no other freight is to be loaded on top of the article; **WIDTH** - If the extreme width dimension of a shipment is 6 or more feet, a minimum width of eight feet will be used to calculate effective cubic occupancy.

**Excess Value Liability** - An amount of value above Carrier's maximum liability defined herein.

**Expedited Delivery** - Guaranteed customer-defined (transactional) service.

**Export** - Shipments originating from the 50 U.S.A. states, Canada or Mexico that are: (a) consigned to points outside the 50 U.S.A. states, Canada, or Mexico and moved in part by an ocean or air carrier, or (b) consigned to ocean or air carriers for delivery outside the 50 U.S.A. states, Canada, or Mexico, or (c) consigned to a warehouse and within 12 months consigned to points outside the 50 U.S.A. states..

**Extraordinary Value** - For shipments originating in the US and destined to locations in the US and Canada, articles exceeding \$10.00 (ten dollars) per pound per package or a Carrier liability exceeding \$100,000.00 (one hundred thousand dollars) per incident per shipper, whichever produces the lesser charge (see Item 420 for details).

**FAK** - Freight, All Kinds

**Force Majeure** - Any consequence of war; invasion; act of a foreign enemy; hostilities; civil war; rebellion; insurrection; military and police action; seizure, detention, confiscation, requisition, destruction, or damage to property as a result of any order or action of any governmental entity or court of law, or as a result of any acts or omissions of any governmental entity; strikes; lockouts; work stoppages or job actions; terrorism; casualties; or any other causes beyond the control of Carrier.

**Free Time** - The amount of time (in minutes) allowed for loading and unloading a shipment on or near the premises of Consignor/Consignee for the purpose of pickup or delivery. Pickups or deliveries that exceed the amount of Free Time incur detention charges as defined in Item 500.

**Guaranteed Day Delivery** - Guaranteed standard transit time service by 3:30 PM local time.

**Guaranteed Time Delivery** - Guaranteed standard transit time service before 9:00 AM local time or 12:00 PM (noon) local time. Also includes guaranteed delivery for precise time windows.

**HGB** - Household Goods Carriers Bureau Agent

**Holidays** -

*In the United States*, National Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, or any other day generally observed as a Holiday by the Carrier at the point where the service is performed.

*In Canada*, National Holidays are: New Years Day, Good Friday, Victoria Day, Canada Day, Labor Day, Thanksgiving Day, Christmas Day, and Boxing Day, or any other day generally observed as a Holiday by the Carrier at the point where the service is performed.

When a Holiday falls on Sunday, the following Monday will be considered as a Holiday; when a holiday falls on Saturday, the preceding Friday will be considered as a Holiday.

**Import** - Shipments originating outside the 50 U.S.A. states that are: (a) consigned to points within the 50 U.S.A. states and moved in part by an ocean or air carrier, or (b) consigned from ocean or air carriers for delivery within the 50 U.S.A. states, or (c) consigned to a warehouse and within 12 months consigned to points within the 50 U.S.A. states.

**Inter-Regional Delivery**- Standard inter-company service.

**Interline Carrier** - Connecting line carrier that may provide origin and/or destination service.

**Intrastate** - Origin and destination points reside within the same state.

**Interstate** - Origin and destination points do not reside within the same state.

**Linehaul Freight Charges** - The rate or charge for transporting a shipment from the origin to the destination as stated on the bill of lading and will not include any accessorial, storage, or terminal charges.

**LTL** - Less than truckload. A quantity of freight weighing 19,999 pounds or less and rated at 10M line of rates or lower and occupying less than the full visible capacity of a Doubles Trailer (occupies less than 21 linear feet) or a Standard Trailer (occupies less than 36 linear feet).

**M** - Thousand pounds

**MC** - Minimum charge

**Mixed Shipment** - A shipment that contains more than one commodity.

**Net Charge** - Net dollar amount billed to the debtor after reduced rates or charges through the application of governing discounts, allowances, commodity rates, exception ratings, or any other reduction have been applied.

**NMF** - National Motor Freight Traffic Association, Inc.

**NMFC** - National Motor Freight Classification

**Package Or Article** - Any package or article authorized by the provisions of this tariff or classification Items in the NMFC. When a number of packages have been unitized, strapped, or fastened together on pallets, platforms, skids or have been placed in an additional complying package, Carrier's maximum liability will be determined by separately multiplying the weight of each individual package lost or damaged times the appropriate limitation of liability value (see Item 420) and not on the basis of the weight of the total number packages unitized, strapped, or otherwise fastened together.

**Palletized Shipment** - A shipment tendered to and transported by Carrier on pallets (elevating truck pallets or platforms or lift-truck skids, with or without standing sides or ends, but without tops).

**Power Equipment** - Any gasoline, diesel, electric, or gas driven equipment including electric powered cranes and lift truck equipment.

**Pricing Agreement** - Published document between Carrier and customer outlining agreed upon rates, discounts, allowances, and terms.

**Rate** - A charge per unit of measurement.

**Regional Delivery**- Standard intra-company service.

**Set** - Two Doubles Trailers

**Single Shipment Minimum Charge (SSMC)** - When a single shipment is tendered at one time and place, the shipment will be subject to the Single Shipment Minimum Charge.

**Spot Quote** - A rate quote made over the telephone or through a fax, email, or Carrier's internet site for a specific shipment with terms (such as price and/or services) that differ from those in a customer's established pricing agreement or contract.

**Standard Trailer** - A trailer that measures in excess of 29 feet in length and contains less than 54 linear feet of loading space.

**Straight Shipment** - A shipment that contains a single commodity.

**Tariff** - Carrier's published rates, accessorial charges and rules.

**Third-Party** - A party other than the Consignor or Consignee.

**TL** - Truckload. A quantity of freight weighing 20,000 pounds or more and rated at 20M line of rates or higher, or occupies the full visible capacity of a Doubles Trailer (occupies 21 linear feet or more) or a Standard Trailer (occupies 36 linear feet or more), or whose TL rate or rating is subject to a minimum weight of 20,000 pounds or more.

**Trailer** - A Doubles Trailer or a Standard Trailer

**US\$** - Currency in United States dollar

**Hollandregional.com and Reddawayregional.com**- Secured website for customer-specific services

**Canadian Bill of Lading** - Bill of lading for freight originating in Canada which incorporates Provincial Motor Carrier Act.

**Wharf** - Any wharf, berth, pier, quay, landing or other structure to which an ocean-going vessel may make fast and that area or structure (other than a public utility warehouse) immediately adjacent, which is used for transit storage, loading, unloading, assembling, or distribution of goods or merchandise.

*Updated 9-1-05*

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#### Item 140 APPLICATION AND PRECEDENCE OF RULES

1. Reissued Tariffs, Items, or parts of Items will cancel previously issued Tariffs, Items, or parts of Items, or publications referenced.
2. When this tariff provides for the application of charges, Carrier will maintain records to verify the charges and so document on any billing or invoicing to the payer.
3. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or the debtor as indicated on the Bill of Lading. Carrier, at its option, may require pre-payment for additional services or a guarantee of payment to the satisfaction of Carrier before services will be performed.
4. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges.
5. Unless otherwise provided, the use of decking equipment is for Carrier convenience and has no application to any rules contained herein.
6. Unless otherwise provided, requests for changes to a bill of lading must be in writing from the responsible party(ies).
7. Contractual tariff rates, rules, and regulations may not be negated or superseded by any claimed oral contract, promise, or understanding between Shipper and Carrier.
8. Driver signature on the bill of lading only acknowledges receipt of freight. Terms and conditions of the 100 series Rules Tariff will apply.
9. Unless otherwise provided, for shipments moving outside the contiguous USA and Canada, Carrier's rules, rates, charges, provisions, and liabilities apply only to that portion of the movement between points within the contiguous USA and Canada and points of pickup from or delivery to the motor, ocean, air, or rail carrier, and/or freight forwarder. Shipments moving beyond the contiguous USA and Canada will be subject to the rules, rates, charges, provisions, and liabilities of the Carrier and/or forwarder handling the beyond movement.
10. Shipments originating in the Provinces of Canada shall be subject to the Canadian Bill of Lading and its conditions of carriage and to the extent of conflict with the terms of the 100 Rules Tariff, the Canadian Bill of Lading shall apply.
11. Shipments originating in the Republic of Mexico shall be subject to the originating Carrier's bill of lading and its conditions of carriage and to the extent of conflict with the terms of the 100 Rules Tariff, the originating Carrier's rules tariff shall apply.
12. Unless otherwise provided, rates and charges contained in tariffs making reference hereto (or herein) are stated in currency of the United States.

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#### Item 150 APPLICATION OF PRICING AGREEMENT

1. Discounts apply only to the customer and its account codes shown in the Tariff, Pricing Agreement or contract.
2. Except as required by law or otherwise provided, applicable discounts will be shown as a reduction on the freight bill from the applicable freight charges.
3. Shipments picked up by cartage agents without authorization of Carrier will not qualify for discounts.
4. When the applicable pricing provisions require Carrier to make a remittance on a freight bill, such remittance will not be sent until the freight bill has been paid.
  5. Discounts published in pricing agreements will not apply on the Accessorial Charges.
  6. Discounts published in pricing agreements will not apply to Expedited delivery shipments
6. Unless otherwise specified, discounts will only apply to the customer named in the discount item.
7. Rates, Allowances, Discounts or other Rules do not apply to the extent that such provisions are in conflict with 49 CFR 1051.2, 1053.1, and 1312.14.
8. In the event Carrier receives no shipments rated under the provisions of any individual pricing agreement item for a period of 90 days, the item will be deemed obsolete and subject to cancellation without notice.

*Updated 10-1-05*

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## Item 160 EXEMPT COMMODITIES

Unless otherwise provided, when the NMFC changes a classification rating of a commodity to "exempt", the commodity will be rated at the applicable class as published in the most recent NMFC tariff or supplement in effect prior to that NMFC tariff or supplement which changed the classification rating to "exempt". The list of Exempt Commodities is presented in Exempt Commodities Guide published on March 17, 1995 by the National Motor Freight Traffic Association, Inc.

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## Item 180 APPLICATION OF DISCOUNTS

Carrier discounts shall be applied as follows:

**Step 1: Determine Rate:** The lowest rates applicable to the shipment shall be determined by rating at the actual weight or at a higher minimum weight scale, whichever results in a lower charge prior to discount.

**Step 2: Apply Discount:** After rating the shipment as set forth above, including any deficit weight, the applicable discount will be applied, and shown on the freight bill. Discounts are not applicable to rating weight scales higher than 10M

Example: 9,500-pound shipment

Weight Scale	Rate	Discount
M5M	24.97	55%
M10M	19.41	50%

**Determine Rate:** 9,500 pounds at \$24.97/CWT = \$2372.15  
10,000 pounds at \$19.41/CWT = \$1941.00  
The rate will be \$19.41/CWT

<b>Apply Discount:</b>	10,000 pounds at \$19.41/CWT = \$1941.00
	Less Discount (50%) <\$970.50>
	<hr/>
	Net Freight Charges \$970.50

**Note:** Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.

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## Item 190 APPLICATION OF ALLOWANCES AND OFF-BILL DISCOUNTS

Except as otherwise provided in the individual pricing agreements making reference to this rules schedule, the rates and charges as named in this schedule are not subject to the allowances and discounts as named in other discount or allowance pricing agreements.

1. Allowances shall not apply on shipments subject to Flat Rates, Commodity Rates, or Volume Rates.
  2. Except as otherwise provided, allowances will only apply on regional delivery shipments.
  3. Allowances shall not apply to reduce linehaul charges below published minimum charge.
  4. Allowances will only be paid on shipments where the freight charges have been paid.
- 

## Item 200 MONTHLY REFUND CALCULATION

When a customer pricing agreement includes provisions for a monthly refund the refund calculation will NOT include:

- Fuel surcharge revenue
- Accessorial revenue
- Expedited shipments
- Volume/TL rated shipments
- Spot quote shipments
- Minimum Density rated shipments
- MC floor rated shipments
- Advance or beyond carrier charges
- Interline carrier portion of the revenue

**Item 209 ARBITRARIES - ISLAND OF MARTHA'S VINEYARD AND NANTUCKET, MA**

Shipments from or to locations on the islands of Martha's Vineyard or Nantucket, MA will be rated from or to Cumberland, RI plus the arbitraries shown in this Item.

ARBITRARIES:		NMFC CLASS									
		100	92.5	85	77.5	70	65	60	55	50	
ZIP CODES & M/C		RATES IN CENTS PER CWT									
MARTHA'S VINEYARD	L5C	13831	11924	10056	9067	8081	7687	7270	6750	6218	
	M5C	13831	11924	10056	9067	8081	7687	7270	6750	6218	
	02535; 02539;	M1M	11513	9384	8275	7474	6674	6427	6172	5822	5453
	02552; 02557;	M2M	8249	7993	7757	6832	5922	5628	5330	4770	4201
	02568; 02573;	M5M	5361	4905	4452	5377	3701	3511	3320	3179	3202
	02575	M10M	5361	4905	2753	2689	2364	2114	1886	1793	1692
		M20M	5015	4905	2753	2689	2364	2114	1886	1793	1692
	M/C \$164.00	M30M	5015	4905	2753	2689	2364	2114	1886	1793	1692
		M40M	5015	4905	2753	2689	2364	2114	1886	1793	1692
NANTUCKET	L5C	15309	13125	10937	9945	8959	8589	8224	7669	7131	
	M5C	15309	13125	10937	9945	8959	8589	8224	7669	7131	
	02554; 02564;	M1M	12833	10989	9123	8292	7469	7239	7034	6662	6307
	02584	M2M	9621	9130	8630	7853	7071	6531	6224	5662	5096
		M5M	7077	6469	5856	5360	4860	4580	4303	4112	3920
		M10M	7077	6469	3625	3518	3405	3202	3006	2884	2753
	M/C \$164.00	M20M	7077	6469	3625	3518	3405	3202	3006	2884	2753
		M30M	7077	6469	3625	3518	3405	3202	3006	2884	2753
		M40M	7077	6469	3625	3518	3405	3202	3006	2884	2753

Arbitrary rates for classes higher than class 100 will be exact multiples of class 100 rates. Example: Class 150 rate equals 150% of the class 100 rate.

*Updated 8-01-11*

**Item 210 ARBITRARIES – REDDAWAY REGIONAL FOOTPRINT**

Shipments consigned to locations within the ZIPs listed below will be subject to the associated charges listed in this item, in addition to all other applicable charges:

State	ZIP	Item 210 Charge
NV	89415	\$2.85/cwt s subject to a \$75 minimum charge
NV	89422	\$2.85/cwt s subject to a \$75 minimum charge
CA	93512	\$1.85/cwt s subject to a \$100 minimum charge
CA	93513	\$1.85/cwt s subject to a \$100 minimum charge
CA	93514	\$1.85/cwt s subject to a \$100 minimum charge
CA	93515	\$1.85/cwt s subject to a \$65 minimum charge
CA	93517	\$1.85/cwt s subject to a \$100 minimum charge
CA	93529	\$1.85/cwt s subject to a \$65 minimum charge
CA	93541	\$1.85/cwt s subject to a \$65 minimum charge
CA	93546	\$1.85/cwt s subject to a \$65 minimum charge

Updated 8-01-11

**Item 250 CONFIDENTIALITY**

Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates and related entities, and may disclose information as specifically required by law or for payment and audit purposes.

**Item 280 METROPOLITAN NEW YORK SURCHARGE**

Shipments to and from New York City, ZIP code locations 10000 through 10299, are subject to a surcharge of \$53.00 that will apply to both prepaid and freight collect shipments.

Shipments to and from New York City, ZIP code locations 10300 through 11999, are subject to a surcharge of \$38.00 that will apply to both prepaid and freight collect shipments.

Updated 8-01-11

**Item 281 METROPOLITAN WASHINGTON DC SURCHARGE**

Shipments to Washington DC, ZIP code locations 20001 through 20041 & 20201 through 20599, are subject to a surcharge of \$38.00 that will apply to both prepaid and freight collect shipments.

Updated 8-01-11

**Item 282 CHICAGO, IL DELIVERY SURCHARGE**

Shipments destined to Chicago IL ZIP code 60601-60607, 60610-60611, 60613-60614, 60616, 60622, 60654, 60661, 60664, 60665 and 60669-60685 are subject to a delivery surcharge of \$40.00 per shipment. The charge will apply to both prepaid and collect shipments.

Updated 5-1-11

**Item 283 O'HARE AIRPORT PICKUP CHARGE**

All shipments picked up at the O'Hare Airport (zip code 60666) are subject to a pickup charge of \$40.00 per shipment. The charge will apply to both prepaid and collect shipments.

Updated 5-1-11

### Item 300 ADVANCING CHARGES

Where shipments are tendered to Carrier, involving the advancement of charges which are to be collected from the Consignee and remitted to the owner, warehouseman or agents, such shipments will be subject to a charge of six percent (6%) of the amount advanced, subject to a minimum charge of \$67.25 per shipment. Such charge shall be in addition to all other lawfully due charges on such shipment and shall be collected from the party from whom these other lawful charges are collected.

*Updated 8-01-11*

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### Item 360 BILLS OF LADING

1. Unless otherwise agreed to in writing, the only acceptable bill of lading form is the Uniform Straight Bill of Lading as specified in NMF 100 series along with its terms and conditions. Carrier may accept freight on another bill of lading subject to the terms and conditions of the Uniform Straight Bill of Lading as the only terms and conditions applicable to such other form. On bills of lading other than the Uniform Straight Bill of Lading, the driver signature acknowledges receipt of freight only. Carrier drivers are not authorized to sign and/or commit Carrier to any liability in excess of the liability outlined in the NMF 100 series, the liability outlined in this tariff or provisions of contract in effect between Carrier and its customers. Any inbound shipments originating in Canada are subject to the terms and conditions of Carrier's Canadian Bill of Lading, which shall be binding to the extent of any conflict with the terms and conditions contained herein.
2. Shipments moving under Order Notify Bills of Lading will be subject to a charge of \$51.00 per shipment, which charge shall be in addition to all other lawful transportation charges.
3. The charge for handling Order Notify shipments will be collected from the party paying all other lawful transportation charges.
4. When a corrected bill of lading or letter of authority to amend any aspect of a bill of lading is received from the responsible party, either Consignor, Consignee, or Third-Party, the following charges and provisions will apply:
  - A. \$26.00 per each corrected bill of lading or letter of authority.
  - B. Corrected bills of lading or letters of authority to change the payment status from collect to prepaid or prepaid to collect will be subject to the acceptance of the Carrier.
  - C. Corrected bills of lading or letters of authority to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected bill of lading has been signed by the Consignor, or once the shipment has been delivered, or if shipment has been lost or damaged.
  - B. Corrected bills of lading or letters of authority to change the actual or released value of a commodity will not be accepted after the shipment has been picked up.
  - C. Changes in commodity description, weight, or pieces shall be accompanied by written documentation, such as original invoice or descriptive advertising copy.
5. Driver signature on the bill of lading acknowledges receipt of freight only. Terms and conditions contained herein and the Uniform Straight Bill Of Lading contract as provided in the NMFC will apply.
6. When the Consignor fails to state the freight terms (prepaid or collect) in writing on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the Shipper.

*Updated 9-20-10*

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### Item 390 CAPACITY LOAD – MINIMUM CHARGE

1. When any straight or mixed shipment that is subject to AQ or LTL rates is tendered to the Carrier and occupies the full visible capacity of a vehicle or Trailer, the minimum charge for that quantity of freight loaded in or on each:
  - A. Doubles Trailer:  
When a shipment occupies 21 or more linear feet of trailer space, the minimum charge for that quantity loaded will be \$269.00 plus \$2.20 per mile subject to the following:  
21 or more feet but less than 24 feet = 80% of charge; 24 feet or greater but less than 29 feet = 100% of charge
  - B. Standard Trailer:  
When a shipment occupies 36 or more linear feet of trailer space, and for Holland more than 4 feet in width, the minimum charge for that quantity loaded will be \$539.00 plus \$4.25 per mile subject to the following:

- 36 or more feet but less than 41 feet = 80% of charge; 41 feet or greater = 100% of charge
2. When any shipment is tendered which cannot be loaded in one Trailer, the following will apply:
    - A. The charge for that portion of the shipment loaded into or on the last Trailer (not loaded to capacity) will be rated as a separate shipment.
    - B. The terms "occupies the full visible capacity", "loaded to capacity", or "capacity load" refer to the extent each Trailer is loaded and means:
      1. That quantity of freight which, in the manner loaded so fills a Trailer that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the Trailer;
      2. That maximum quantity of freight that can be legally loaded in or on Trailer because of the weight or size limitations of state or regulatory bodies; or
      3. That quantity of freight that prevents Carrier from loading additional freight in the Trailer due to instructions from the Consignor (such as "do not double stack").
  3. Multiple shipments tendered on the same day from the same shipper destined to the same consignee will be considered a single shipment for the application of the provisions of this item.
  4. The maximum charge under the provisions of the item is the higher of \$454.00 or:
    - \$5.50 per mile for shipments of 1 – 500 miles,
    - \$4.70 per mile for shipments of 501 – 1,000 miles,
    - \$4.40 per mile for shipments over 1,000 miles

Guaranteed or expedited shipments are not subject to the maximum charge. All normal FSC provisions and accessorial charges will apply over and above the above-noted maximum charge.

*Updated 8-01-11*

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#### **Item 420 CARRIER LIABILITY**

1. Carrier's obligation to perform transportation services shall be excused and Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods, terrorism, the act or default of Shipper, or any act beyond Carrier's reasonable control.
2. Unless Excess Value Liability / Ad Valorem is requested and so noted as outlined below, Carrier's liability for damaged or lost cargo is as follows:
  - A. For shipments originating within the USA and for delivery within the USA and Canada, Carrier's liability shall not exceed \$10.00 (ten dollars) per pound per package or article with a maximum liability of \$100,000.00 (one hundred thousand dollars) per shipment.
  - B. For shipments originating within the USA with an ultimate delivery location in Mexico, Carrier's liability when the shipment is in transit within the United States from the origin to the freight forwarder representing the Mexican Customs broker shall not exceed \$10.00 per pound per package or article with a maximum liability of \$100,000.00 per shipment. Carrier's liability when the shipment is in transit from the freight forwarder representing the Mexican Customs broker to the final destination in the Republic of Mexico shall not exceed US\$0.50 (fifty US cents) per pound per package or article with a maximum liability of US\$2,500.00 (two thousand five hundred US dollars) per shipment.
  - C. For shipments originating within Canada for delivery within the USA, Carrier's liability shall not exceed CDN\$2.00 (two Canadian dollars) per pound (or CDN\$4.41 per kilogram) computed on the total weight of the lost or damaged shipment.
  - D. For shipments originating within Canada for delivery within the Republic of Mexico, Carrier's liability shall not exceed CDN\$2.00 per pound on the total weight of the lost or damaged shipment from the origin to the freight forwarder representing the Mexican Customs broker. Carrier's liability when the shipment is in transit from the freight forwarder representing the Mexican Customs broker to the final destination in the Republic of Mexico shall not exceed US\$0.50 (fifty US cents) per pound per package or article with a maximum liability of US\$2,500.00 (two thousand five hundred US dollars) per shipment.
  - E. For shipments originating within the Republic of Mexico with an ultimate delivery location within the United States or Canada, Carrier's liability when the shipment is in transit from origin to the US Customs broker shall not exceed US\$0.50 (fifty US cents) per pound per package or article with a maximum liability of US\$2,500.00 (two thousand five hundred US dollars) per shipment. Carrier's liability while the shipment is in transit within the United States or Canada

- from the US Customs broker to the final destination shall not exceed \$10.00 (ten dollars) per pound per package or article with a maximum liability of \$100,000.00 (one hundred thousand dollars) per shipment.
- F. For shipments moving under a Spot Quote rate, Carrier's liability shall not exceed \$2.00 (two dollars) per pound computed on the total weight of the lost or damaged shipment.
3. When Consignor requests Excess Value Liability / Ad Valorem for shipments originating in the USA exceeding \$10.00 per pound per package or article, or shipments originating in Canada exceeding CDN\$2.00 per pound (CDN\$4.41 per kg) on the total weight of the lost or damaged shipment, the following charges and provisions will apply:
- A. \$4.00 per each \$100.00 in excess of the initial maximum liability, subject to a minimum charge of \$53.00 for shipments valued up to \$250,000.00.
  - B. For shipments valued in excess of \$250,000.00, the party desiring Ad Valorem coverage must call Carrier to obtain the charges.
  - C. Consignor will indicate on the original bill of lading "Excess Value Liability / Ad Valorem requested: (amount of Excess Value Liability / Ad Valorem)." If Consignor shows on the bill of lading a value in excess of US\$10.00 per pound or CDN\$2.00 per pound, the charge for Excess Value Liability / Ad Valorem shall be applied unless the Shipper has clearly marked on the bill of lading that NO Excess Value Liability / Ad Valorem is requested.
  - D. The provisions of paragraph 3 herein are not available for the following:
    1. Articles with declared or released values as described in the NMFC.
    2. Restricted or Prohibited Articles as defined herein.
    3. Used Articles.
    4. Consignors desiring additional insurance or items described in D – 1, 2 and 3 must contact the Carrier for assistance prior to shipment.
    5. Shipments with corrected bills of lading or letters of authority to add or change the valuation when the shipment has been received by the Carrier or when any part of the shipment is lost or damaged.
  - E. Excess Value Liability Disclaimer – The purchase of Excess Value Liability / Ad Valorem shall not be construed as all-risk insurance or insurance of any kind. Carrier liability is that of a common carrier subject to federal law, rules, and regulations, the contract of carriage, Carrier tariff, NMF 100 series, and this tariff.
4. When Consignor requests Excess Value Liability / Ad Valorem for shipments in transit within Mexico which exceed US\$0.50 per pound per package or article and US\$2,500.00 per shipment, the following charges and provisions will apply:
- A. US\$1.75 per each US\$100.00 in excess of the initial liability, subject to a minimum charge of US \$24.00 with a maximum liability of US\$25,000.00.
  - B. Parties desiring coverage greater than \$25,000.00 need to obtain international cargo insurance through the commercial insurance market.
5. Items described in the NMFC and shipped under released value provisions will be subject to the lowest released value. When a Freight All Kinds (FAK) class or an exception class rating is provided in any tariff governed by the provisions of this tariff for a commodity that has available declared or released value provisions in the NMFC to obtain a lower class, the commodities are released to the lowest declared or released value provided in the NMFC regardless of the shipment weight or whether rated truckload, LTL, minimum charge, or absolute minimum charge.
- A. When the NMFC offers the Consignor the option to declare an actual, declared, or released value on the bill of lading, and such valuation is NOT declared by the Consignor and the shipment is accepted by Carrier, the provisions referencing the lowest actual, declared, or released valuation will apply and Carrier's liability shall not exceed that valuation.
  - B. Corrected bills of lading or letters of authority to add or change the valuation will not be accepted.
  - C. On shipments originating in the provinces of Canada, the provisions of the Canadian Bill of Lading conditions of carriage shall apply.
  - D. On shipments originating in the Republic of Mexico, the provisions of the originating Carrier's bill of lading conditions of carriage shall apply.
6. As exception to released values regardless how or how not stipulated in NMFC 100 series, the following commodities will be subject to a released value as indicated:
- A. NMFC Item: #86150 – Refrigerant NOI, or Dichlorodifluoromethane, R12, 2.2 UN1028 (Non-Flammable Gas)  
Released Value: \$0.05/lb.
  - B. Televisions: Flat screen/Flat Panel inclusive but not limited to LCD, Plasma, DLP, LED or 3D televisions – Limitation of liability is \$5.00 per pound per article.
  - C. NMFC Item 71100 – Florist Nursery Stock Group through Item 71295: Carrier's liability shall not exceed \$1.00 per pound per article.
  - D. NMFC Item 172750 – Seed Group through Item 174002: Carrier's liability shall not exceed \$1.00 per pound per article.

7. Used or refurbished articles as specified on the bill of lading:
  - A. Articles covered by this section must be packaged by Shipper in a box, crate, or other protective material that effectively provides protection from damage to the articles contained therein caused by conditions normally and customarily expected during transport by motor carrier. Where there are commonly accepted industry standards for the packaging of articles or where the NMFC Tariff requires certain types of packaging, articles must be packaged in accordance with those standards or requirements. Where Shipper fails to comply with the packaging requirements; (a) the Shipper assumes responsibility for all and any type of damage incurred, (b) CARRIER'S liability will automatically be considered as being released by the Shipper to a value not to exceed \$0.50 per pound per package or article for transit within the United States and Canada and not to exceed \$0.25 per pound per package or article for transit within Mexico. Failure of the Consignor to declare the commodity as "used" shall not alter the application of this Item.
  - B. Shipments of any used articles will be accepted only when released to a value not exceeding \$0.50 per pound per package or article. If the Shipper fails or declines to release the shipments at the values stated in 7A or designates a value exceeding the values stated in 7A, the shipment will not be accepted, but if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$0.50 per pound per package or article for transit within the United States and Canada and \$0.25 per pound per package or article for transit within Mexico, and the shipment will move subject to such limitation of liability.
  - C. Refurbished Articles Exception: For articles refurbished / remanufactured / rebuilt to a "like new condition" with full warranty documentation comparable to the warranty provided for a new item, moving from the point of origin, or refurbishment, or at the owners direction, to the owner, Carrier's liability shall be limited to an amount not to exceed the values stated in 2A through 2E inclusive herein Item 420.
8. Defective / Scrap Articles
  1. Shipments of any defective, outdated, obsolete, unsellable, waste, or scrap articles of any kind will be accepted only when released at a value not exceeding \$0.10 per pound per article for transit within the United States and Canada and not exceeding \$0.02 per pound per article for transit within Mexico. If the Shipper fails or declines to release the shipments at these prescribed values or designates a value exceeding these prescribed values, the shipment will not be accepted, but if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$0.10 per pound per article for transit within the United States and Canada and not exceeding \$0.02 per pound per article for transit within Mexico. In the event of loss or damage, Carrier's liability is limited to the released value and predicated on the weight of the lost or damaged articles and not on its actual value.
  2. The released or declared value of the property must be entered on the shipping order and Bill of Lading at the time of shipment, in the following form: "THE SHIPPER HEREBY STATES THAT THE DECLARED OR AGREED VALUE OF THE PROPERTY DOES NOT EXCEED \$0.10 (US & Canada) \$0.02 (Mexico) PER POUND OR ARTICLE."
  3. If the Shipper fails to disclose such articles or declines to execute the valuations, the shipment will not be accepted. However, if the shipment is inadvertently accepted, it will move at a limit of liability not exceeding \$0.10 per pound per article for transit within the United States and Canada and not exceeding \$0.02 per pound per article for transit within Mexico.
9. In no case shall the liability of the Carrier for any loss or damage to the shipment exceed the actual value of the shipment plus the freight charges if paid.
10. Except for Carrier's negligent acts or omissions, where a Shipper's product causes loss, damage, or injury to other lading or Carrier's property, or where a Shipper's product causes damage or loss to property or personal injury or death to persons or entities other than Carrier or Shipper, Carrier reserves the right to collect from the Shipper any and all costs, claims for damage or loss to property or claims paid for personal injury or death including amounts paid for judgments entered in favor of said persons or entities, including attorneys' fees and costs incurred by Carrier in the handling of such claims. Shipper shall indemnify and hold harmless Carrier from and for such costs, claims or judgments, including attorneys' fees and costs.
11. All claims shall be brought solely in a customer's individual capacity. Customer agrees it will not bring an action against carrier as a class plaintiff or class representative, join a class as a member, or participate in any way as an adverse party in a class action lawsuit against carrier. Claims may not be joined or consolidated unless agreed to in writing by all parties.

*Updated 8-01-11*

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## Item 430 COLLECT ON DELIVERY (COD) SHIPMENTS

1. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:
  - A. 5.0% of the COD amount, subject to a \$76.00 minimum and no maximum fee.
  - B. An additional \$53.00 fee to change the terms and conditions of the COD shipment.
  - C. Unless otherwise stated on the bill of lading, COD fees and charges will be collected from the Consignee.
2. The Consignor must provide the following:
  - A. The letters "COD" will be placed immediately before the name of the Consignee and in block letters across the face of the bill of lading.
  - B. The bill of lading containing all remittance information, that is:
    1. COD amount, which shall include only product cost
    2. Remit-to name, street, city, state, and ZIP code
    3. The party responsible for the COD charges shown above, Consignor or Consignee
    4. Acceptable form of payment (see Paragraph 3 herein).
  - C. Each package is to be plainly marked showing the letters "COD" in block letters not less than ½ inch in height.
3. The COD amount, COD fees and charges, and freight charges will be collected at time of delivery and will be subject to the following:
  - A. Acceptable forms of payment for COD amounts, fees, and charges from the Consignee are:
    1. Cash, up to \$250.00.
    2. Bank cashier's check, certified check, money order, or company or personal check when specified in writing by the Consignor. Carrier requires a separate check or instrument for its COD fees and charges, and freight charges.
  - B. Endorsing or depositing of the payment instrument(s) by the Consignor or payee signifies acceptance of the payment instrument(s) and Carrier liability ends.
4. Carrier will remit each COD amount collected directly to the Consignor (or payee if other than Consignor), within 15 days after delivery. Collection of COD amounts will be subject to the following:
  - A. Carrier accepts COD amounts only as the agent of the Consignor and is responsible and limited to the exercise of due care and diligence in forwarding such amounts to the Consignor or payee via US Mail or express courier.
  - B. Carrier will not be liable for collection and remittance of the COD amount if the Consignor does not adhere to requirements outlined in this Item, or if shipment is refused by Consignee.
  - C. Carrier will accept changes from the Consignor prior to delivery, and will make a good faith effort to accomplish the requested changes, but does not accept legal liability for the COD collection and remittance amount to the Consignor or payee.
  - D. Carrier will not be liable for COD amounts not collectible as a result of stop payment, insufficient funds, invalid signature, uncollected funds, forgery, or any other reason beyond Carrier's control, even when Carrier is specified as the payee on COD check. Carrier will not be liable for accepting a facially valid and specified form of payment and will not be liable or obligated to take independent steps to verify the instrument. Shipper shall remain liable to Carrier for all freight charges and fees not collected on delivery.
5. COD Maximum amount \$10,000.00. Carrier will indemnify Shipper for amount of the COD fee not to exceed \$10,000.00. In no instance will Carrier indemnify Shipper for any COD amount in excess of \$10,000.00.
6. COD shipments will not be accepted if:
  - A. COD packages are tendered on the same bill of lading with packages other than COD.
  - B. Instructions require charges to be collected from a party other than the Consignor or Consignee.
  - C. COD shipment is subject to inspection or trial by Consignee, or partial delivery is requested.
  - D. COD shipment is not destined to a point within the United States or Canada.
7. If, for any reason, the Consignor/Consignee does not adhere to the bill of lading requirements outlined herein, the Carrier shall not be liable for collection or remittance of the COD amount.
8. In the event Carrier fails to follow through and collect the COD amount to be provided by paragraph 2 above, Carrier liability for such amount will end at the expiration of sixty (60) days from the date of delivery.

*Updated 8-01-11*

## Item 435 COLLECTION OF CHARGES AND EXTENSION OF CREDIT

1. COLLECTION OF CHARGES accruing, and responsibility for payment of all freight charges, are due and payable to Carrier, subject to the following provisions:
  - A. For prepaid shipments, charges are due and payable by the Consignor, at the time the prepaid shipment is tendered by the Consignor.
  - B. For collect shipments, charges are due and payable by the Consignee at the time the collect shipment is received by the Consignee.
  - C. For accessorial services, at the time any accessorial service is requested or possession of the shipment involved, or any part thereof, is relinquished by Carrier.
  - D. For Third-Party shipments, charges are due and payable by the party shown on the original bill of lading as the payer of the freight charges, upon presentation of a freight bill.
  - E. No shipment will be accepted on a through-rated bill when the Linehaul Freight Charges are partially prepaid or partially collect.
  - F. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs or exhibits.
  - G. All freight and accessorial charges on all shipments consigned to federal state county or local government bodies or agencies including schools must be prepaid or guaranteed. (Not applicable on shipments moving under govt. BOL's)
  - H. Freight charges must be prepaid on Export shipments, except as follows:
    1. Shipments moving on government bills of lading.
    2. Shipments destined to Canada, or to Mexico when the Consignor guarantees payment of freight charges or when established credit and guarantee of charges have been secured with the US domestic Consignee or freight forwarder.
  - I. No shipment will be accepted that originates from the United States or Canada and is destined to the Republic of Mexico with collect payment terms to the border and prepaid terms beyond the border. No shipment will be accepted that originates from the Republic of Mexico and is destined to the United States or Canada with collect payment terms to the border and prepaid terms beyond the border.
  - J. Payment of all charges listed on the original Carrier invoice that have not been received within 30 calendar days of the date of invoice issuance by Carrier, or within a time period agreed to within a written contract, will be considered a late payment. Late payments shall be subject to a charge of 1.5% per month added to the outstanding amounts beginning after the passage of the payment due date.
2. EXTENSION OF CREDIT for charges accruing may be provided to Consignor/Consignee as follows:
  - A. Presentation of freight charges may be by US Mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.
  - B. Extension of Credit or Attempt-To-Deliver, excluding Saturdays, Sundays, and legal holidays, will be as follows:
    1. Outbound Prepaid – 15 days from shipment date or date of attempted delivery.
    2. Outbound Collect – 15 days from delivery date or date of attempted delivery.
    3. Additional Charges after freight relinquished – 30 days from presentation of the subsequently issued freight bill.
  - C. Payment may be by valid check, draft, money order, Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), or other acceptable methods including cash up to \$500.00.
  - D. When payment is by wire transfer, the following charge will apply:
    1. For Domestic, \$17.00 for each wire-transfer transaction.
    2. For International, \$25.00 for each wire-transfer transaction.
3. When a party other than the Consignor/Consignee (Third-Party) is shown on the bill of lading as being responsible for the payment of freight charges, the shipment will be subject to the following provisions:
  - A. Shipment will be billed as directed on the bill of lading; otherwise if no declaration, it will be billed as prepaid.
  - B. Consignor does not execute Section 7 of the bill of lading.
  - C. Consignor has established credit with originating Carrier.
  - D. Consignor guarantees to pay all accrued charges if the Third-Party fails to do so within the time allowed.
  - E. Name and address of Third-Party must be clearly shown on the original bill of lading.
4. When checks or similar instruments tendered Carrier are returned to Carrier unpaid, the following service charge will apply:
  - D. \$57.00 for each check or similar instrument.
  - E. Late payment charges as set forth in 1I herein, if applicable.
5. If the event that payment is not received by the Carrier within the payment terms, Carrier shall have the right to:

- A. Revoke all applicable discounts and allowances, and collect the gross charges for services plus any delinquency fees; and,
  - B. Utilize a collection agency or attorney to collect overdue or unpaid charges and recover all reasonable costs arising out of the use of a collection agency or attorney, including, but not limited to, attorney's fees and costs; and
  - C. Institute legal action in a court of competent jurisdiction or demand arbitration and recover all of the reasonable costs, including attorney's fees and costs, arising out of the initiation of such legal action or arbitration.
6. In the event of the bankruptcy of the debtor, Carrier shall have the right to revoke all applicable discounts and allowances and make a claim in the bankruptcy for the gross charges for services plus any delinquency fees.

*Updated 8-01-11*

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**Item 440 CONSEQUENTIAL DAMAGE DISCLAIMER**

Carrier will not be liable for:

- 1. Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment);
- 2. Commercial loss of any kind (including damage to business reputation or loss of business or profits); or
- 3. Loss, damage, or expenses directly or indirectly arising from the provisions of Carrier's services including failure to make a timely delivery, short delivery, or non-delivery by the Carrier, whether or not Carrier has been advised of the possibility of such damage or loss.
- 4. Including but not limited to, any penalties, fines, chargeback's, fees, loss of profits or income assessed by the shipper, consignee, or interested third party for failure to provide services up to and including specific transit times, scheduled deliveries (except as provided in Guaranteed or Expedited Delivery Service), or failure for transfer of documentation (inclusive but not limited to packing lists or customs forms) and/or information from consignor to consignee.

*Updated 1-04-10*

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**Item 470 CONTROL AND EXCLUSIVE USE**

- 1. Shippers who require segregation of their freight from the freight of other shippers must mark the bill of lading in block letters not less than ½ inch in height:

"Exclusive Use of Vehicle Is Requested by: \_\_\_\_\_"  
Signed (Shipper/Consignee)

- 2. The Shipper may apply locks or seals to the Trailer with instructions that the Trailer remains locked or sealed and be so delivered at destination.
  - 3. The charge will be for the actual weight of the shipment at the rate applicable, or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for Trailer used, computed on a weight of:
    - A. 16,000 pounds at the Class 100 Scale "5M" rate as provided in Carrier's Tariffs, for a Doubles Trailer; or
    - B. 20,000 pounds at the Class 100 Scale "5M" rate as provided in Carrier's Tariffs, for a Standard Trailer.
  - 4. When conditions prevent the Carrier from transporting the shipment in continuous movement in the equipment assigned: the shipment is then subject to the rates and provisions otherwise provided in the Carrier's Tariffs from the point of origin to final destination.
  - 5. EXCLUSIVE USE shipments will not be permitted on Stop-offs, split pickups, split deliveries, or when Section 7 of the bill of lading has been signed.
  - 6. The provisions of this Item may not be used to reduce rates, minimum weights, or total charges below the otherwise applicable charges on the shipment.
  - 7. Carrier will not be liable for any loss or damage when Shipper loaded, stowed, and/or counted the shipment.
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## Item 480 CUSTOMS OR IN-BOND FREIGHT

1. Shipments moving under United States Custom Bond for US Customs clearance at a point in the United States will be assessed a charge of \$3.60 per CWT or fraction thereof, subject to a minimum charge of \$76.00 and a maximum of \$358.00 per shipment or per Trailer if more than one Trailer is required to transport the shipment. Such charges are in addition to all other applicable charges.
  - A. The charges named in Paragraph 1 of this Item will not apply on shipments destined to US Customs clearance at Battle Creek, MI when such shipments are also delivered to the Free Trade Zone at Battle Creek, MI.
2. Linehaul charges on shipments requiring US Customs clearance at a point other than the final destination will be assessed on the basis of the rates and charges applicable from point of origin to the point of US Customs clearance, plus the rates and charges applicable from point of US Customs clearance to point of final destination. No beyond-line-haul charges will apply when the final destination of the shipment is located within the service area of the terminal that is clearing US Customs with the shipment. Beyond charges apply only when shipment moves to another terminal of the Carrier for delivery to the final Consignee.
3. Import freight moving under United States Customs Bond may not be included in the same shipment on the same bill of lading with freight not moving in Bond.
4. Shipments moving under United States Customs Bond will not be accorded the privileges of stopping in transit or split pickup or split delivery.
5. Each IT shipment (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered a separate shipment and must be accompanied by one bill of lading and shipping order.
6. Shipments tendered in a vehicle sealed by or at the instructions of the Consignor, or as required by a competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of the applicable Capacity Load Rule. On shipments cleared en-route by US Customs and movement beyond such clearance does not require a seal, normal rates and charges will apply to the beyond point.
7. Shipments moving from the United States under a Tir Carnet issued by the originating Carrier are subject to a charge of \$119.00, which will be in addition to all other applicable charges (including the In Bond charges herein applicable), and will be collected from the party responsible for the linehaul charges.
8. When a Carrier is required to pickup shipping documents or US Customs Release Forms from a forwarder or broker for validation prior to pickup of a shipment, a charge of \$90.00 per shipment, for each pickup of such documents, will be assessed in addition to all other applicable charges (including the In Bond charges herein applicable), and will be collected from the party responsible for the linehaul charges.
9. When necessary for the Carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond, a charge of \$62.00 per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tools necessary for removal of the High Security Red In-Bond Seals.
10. In addition to all other charges, shipments destined to points in the Canadian provinces of AB, BC, MB, NT, and SK shall be assessed an additional charge of \$15.00 per shipment. This charge is intended to offset carrier costs for handling charges, manifest charges, currency exchange charge and other associated administrative fees unique to US/CN foreign commerce. Shipments destined to any province that must be physically handled through Customs or sufferance warehouses will be assessed a charge of \$1.55 per CWT subject to a minimum charge of \$26.50.
  - A. Charges published in this Item apply to all such shipments destined to Canadian points in addition to all other rates and charges applicable to such shipments, and shall be prepaid when linehaul transportation charges are designated prepaid.
  - B. Shipments subject to a minimum weight of 10,000 pounds or greater, requiring warehouse handling are subject to charges applicable for shipments of less than 10,000 pounds.
  - C. In the event that the applicable sufferance warehouse assesses storage charges, the charges for such storage will be added onto the account of the Consignee or the Consignee's agent.
11. Homeland Security Fee on all shipments moving across the Canadian and Mexican borders, both northbound and southbound, will be \$15.50 per shipment.
12. For Reddaway, Should U.S. or Canada customs delay equipment or driver(s) in order to inspect a shipment, the carrier will assess additional charges to the debtor of the shipment causing the delay. The charges will include any loading or unloading that must be performed as well as the driver(s) time. Charges will be billed at the rate of \$38.00 per 15 minute increments with a minimum delay of one hour.
13. When a carrier is required by Custom's Officials to bond product to an inland Canadian port for Customs Release, a standard charge of \$20.00 per shipment will be applied to the freight payer.

14. While in Mexico, in-bond shipments cannot be consolidated with other LTL shipments; as a result, such shipments shall be quoted as a direct small van or trailer.
15. Shipment(s) must be accompanied by all documents necessary to comply with the requirements of government, broker and /or agent. Shipper must furnish all invoices, documentary evidence, duties, fees or other charges, and declarations as required to facilitate international transportation. The Carrier shall not be liable for any consequences caused by the Shipper's failure to do so. The Carrier will not be responsible for delays in the delivery of shipments resulting from any governmental action for any reason whatsoever. Where all necessary requirements of such authorities are not complied with and, through no fault of carrier, expenses are incurred; such expenses will be advanced by carrier and will be billed to the party responsible for payment of the freight charges. Delivery will not be made until such charges are paid or guaranteed to the carrier's satisfaction. Shipments originating in Canada that must be held by the carrier pending compliance of US Customs or other agency regulations will be subject to the following charge(s) For Holland - broker delays will be subject to a flat fee of \$63.00. Trailer delays due to customs and loading and unloading will result in fees will be assessed per items 500 (Detention) and ITEM 560 (Extra Labor) for unloading and reloading.
16. Shipments which are selected by the CBSA for specific examination will be subject to an additional fee to recover the costs of additional transportation and delays. Under the Customs Act, CBSA has the authority to randomly select shipments for examination to verify compliance or to take samples in reasonable amounts. CBSA's objective is to detect prohibited or restricted items; to fulfill other government departments' legislative requirements (e.g., food inspection, import permits); or, to ensure the goods comply with customs legislation (product matches the information indicated on the customs documentation). The carrier is obligated to comply with these demands and will assess a fee of \$4.20 per CWT subject to a \$83.00 minimum charge.

*Updated 8-01-11*

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#### **Item 483 CURRENCY EXCHANGE**

1. All rates and charges are in United States currency.
2. On all shipments where charges are collected in Canadian currency, and United States currency is at a premium in relation to Canadian currency, a premium will be added to the charges based on the rate of exchange and determined as follows:
  - A. The rate of exchange quoted to purchase United States funds plus 2% by the Bank of Montreal at noon, in Montreal, on the last day of each month will govern from the first to the fourteenth (inclusive) of the following month; similarly, such quotation at noon on the fourteenth will govern from the fifteenth to the last day (inclusive) of such month.
  - B. Should the governing date fall on a Saturday, Sunday, or Canadian or United States Holiday, the quotation at noon of the preceding day will govern.
  - C. When the fluctuation in the rate of exchange during the periods outlined above is sufficient to change the premium by two (2) or more percent, that new rate of exchange will apply.
  - D. The governing date for the application of the premium will be the issue date of the freight bill.

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#### **Item 490 PORT CHARGES**

1. Rates and charges do not include tollage, wharfage, usage, loading or unloading charges, or any other port terminal charges at piers, wharves, dockside terminals, or warehouses. Such charges will accrue and are due from Consignor/Consignee or payer.
2. Pickup or delivery service for any shipment at US coastal ports or for international shipments at docks, piers, or ports will be subject to an additional charge of \$7.00 per CWT subject to a minimum charge of \$79.00 and maximum charge of \$672.00 per shipment. Charges do not apply to shipments transported in ocean containers with running gear.
3. Import/Export shipments requiring Carrier to secure documentation prior to the pickup or delivery of the freight will be subject to an additional charge of \$105.00 per shipment.

*Updated 8-01-11*

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#### **Item 500 DETENTION**

1. When Consignor/Consignee delays Carrier's equipment for loading or unloading on or near the premises of Consignor/Consignee, Detention charges will begin upon expiration of the applicable free time allowed, and will end when the equipment is available for movement.

2. Free time will begin when Carrier notifies Consignor/Consignee that the equipment is available for loading or unloading.
3. The following Detention charges are applicable:
  - A. For Detention With Power:
    1. \$42.00 per Trailer or Vehicle for each 15 minutes or fraction thereof, subject to a minimum charge of \$61.50.
    2. Free time will be determined as follows:
 

<u>Weight</u>	<u>Free Time per Stop</u>
Less than 2,499 lbs	30 minutes (1/2 hour)
2,500 through 4,999 lbs	60 minutes (1 hour)
5,000 through 9,999 lbs	120 minutes (2 hours)
10,000 or more lbs	180 minutes (3 hours)
  - A. When at least 90 percent of the shipment weight is on pallets, free time will be reduced by 50 percent.
  - B. Non-working periods, such as meal, coffee, or rest breaks, not exceeding one hour, will be excluded from the computation of free time.
3. If loading or unloading is not completed by the end of the Business Day, Consignor/Consignee has the option to:
  - A. Request Trailer(s) Without Power to remain. Free time will cease, and Detention Without Power will begin with applicable free time.
  - B. Request equipment leave the site and return the next Business Day when loading or unloading will resume. Free time will be suspended until equipment is returned. If free time has expired, storage and redelivery charges will apply without additional free time.
4. Detention With Power will also apply when Carrier assists in loading, unloading, counting, or checking the freight.
- B. For Detention Without Power, the following charges and provisions will apply:
  1. \$105.00 per Trailer for each 24-hour period or fraction thereof, excluding non-Business Days.
  2. Free time will be 24 hours, excluding non-Business Days.
  3. Subject to Carrier's discretion and the availability of equipment, Carrier may spot Trailer/Set for loading or unloading on the premises or designated site as requested by Consignor/Consignee providing a delivery receipt is tendered to Carrier at the time that the Trailer is spotted.
  4. Carrier responsibility for shipments will begin when Carrier takes possession, custody, and control of shipments, and will end when Carrier spots equipment pursuant to Consignor or Consignee's request.

*Updated 8-01-11*

#### **Item 520 LIFTGATE SERVICE**

1. Where Carrier is requested and agrees to employ a hydraulic lift gate device to accomplish pickup and/or delivery of a shipment, an additional charge of \$6.00 per CWT, subject to a minimum charge of \$119.00 and a maximum charge of \$299.00 per shipment, will apply. (For Holland: This service is available only on articles with dimensions not exceeding 4 feet wide, 4 feet long or 4 feet tall. Any shipment exceeding 4 feet in any dimension will be tendered to a cartage company equipped to handle the shipment in question. Charges for the delivery will be the actual charges from the cartage company and will be added to the original invoice.)
2. The charge for this service shall be paid by the party requesting such service or guaranteed by the Shipper. Carrier is not obligated to perform such service when suitable equipment is not available. In those cases, Carrier may elect to give the shipment to a cartage company who has suitable equipment available. The resulting cartage charges will be billed directly to the party requesting the service and the charges named in this Item will not apply.

*Updated 8-01-11*

#### **Item 540 HAZARDOUS MATERIALS OR SUBSTANCES**

1. Carrier may accept shipments of hazardous materials for transportation in accordance with the transportation Requirements of the US Department of Transportation, subject to the following provisions:
  - A. Hazardous Materials (HM) shipments must be tendered on Uniform Straight Bill of Lading forms as shown in NMF 100 series.
  - B. Fines and/or penalties will be billed to the Shipper, who will reimburse Carrier for all losses incurred when such are imposed on the Carrier as a result of the Shipper's failure to comply with 49 CFR and/or provide:

1. Proper packaging and labeling
  2. 24-hour emergency phone number
  3. Proper shipping name
  4. Hazard Class
  5. Identification number
  6. Packing group-where required
  7. Total quantity
  8. Shipper's Certification or any other certification requirements as specified in 49 CFR series
- C. Hazardous Materials in the categories listed below are embargoed from transportation:
1. Explosives (Division 1.1, 1.2, 1.3)
  2. All Radioactive Materials (Class 7)
  3. Hazardous waste
  4. Poison / Toxic Inhalation Hazard Zone A
  5. Etiologic Agents/Infectious Substances (Division 6.2)
- D. As used herein, Hazardous Materials means articles described in 49 CFR. When service is provided by Carrier to transport materials defined under 49 CFR, an additional charge of \$18.25 per shipment plus the actual costs of required permits will be assessed to each shipment.
- E. Carrier reserves the right to deal in any way it deems proper without prior notice to Consignor/Consignee or Shipper, with any Hazardous Material that it reasonably suspects may become a danger to any other goods stored by Carrier, or freight in transit or to be moved in transit, or may become a danger to Carrier's property, its employees, its servants or agents, or to third parties.
- F. Except for Carrier's negligent acts or omissions resulting in loss, damage, or injury, Carrier shall have no liability for loss, damages, delay, or injury, including attorneys' fees and costs, caused by or arising out of the transportation or storage of any Hazardous Material, whether declared or undeclared. Shipper shall indemnify and hold harmless Carrier against all loss, damages, delay or injury, including attorneys' fees and costs, caused by or arising out of the transit or storage of any Hazardous Material, whether declared or undeclared.
- G. Except for Carrier's negligent acts or omissions resulting in loss, damage, or injury, Carrier reserves the right to collect from the Shipper, Consignee or Debtor the costs of cleanup, and payments of claims for property damage or loss and personal injury, or death including attorney's fees and costs, caused by or arising out of the transportation or storage of any cargo.
2. A surcharge of 30% will be applied to the shipment of Hazardous Materials in the Republic of Mexico, subject to a charge of US \$12.50 minimum and a US \$251.00 maximum.

*Updated 8-01-11*

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#### **Item 560 EXTRA LABOR**

1. Rates referencing this Schedule are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, flag traffic, protect shipments, etc., such help, when requested by the Shipper or Consignee, will be provided at the rates in this Item. Extra labor will NOT be furnished, unless requested by Consignor or Consignee. At each location where extra labor is used, the charge therefore (in addition to all other charges) will be as follows:
  - A. Monday through Friday (except Legal Holidays): \$21.00 per ¼ hour or fraction thereof, subject to a minimum charge of \$166.00.
  - B. Saturday, Sundays, or Legal Holidays: \$35.00 per ¼ hour or fraction thereof, subject to a minimum charge of \$545.00.
2. Time shall be computed from the time the extra labor leaves the Carrier's terminal, or is released from the previous job and shall continue until extra labor returns to the Carrier's terminal. 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.

*Updated 8-01-11*

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#### **Item 565 HANDLING CHARGE**

When Consignor/Consignee or another transportation provider requests Carrier's facilities be furnished to temporarily store or handle a shipment at Carrier's facility, a charge of \$5.00 per CWT, subject to a minimum charge of \$46.50 will apply. Unless otherwise indicated, charges will be payable by the party requesting the service.

*Updated 8-01-11*

**Item 566 INSIDE PICKUP OR DELIVERY**

1. When requested by Consignor or Consignee, and Carrier's operating conditions permit, the following will apply when the Carrier moves the shipments or portions of shipments from or to positions not directly accessible or immediately adjacent to Carrier's vehicle:
  - A. Service provided under this Item will be assessed a charge of
    1. \$18.00 per CWT, subject to a minimum charge of \$88.00 and a maximum charge per vehicle of \$930.00 for the following locations:
      - A. New York City Boroughs (three-digit ZIP codes 100 – 104, 110 – 112, and 114)
      - B. Washington D.C. downtown (three-digit ZIP codes 200 – 205)
      - C. Chicago downtown (ZIP codes 60601 – 60606)
      - D. San Francisco (ZIP codes 94102 – 94105, 94107 – 94109, 94111, 94112, 94115, 94117, 94118, 94123, 94130, 94132, 94133)
      - E. Los Angeles (ZIP codes 90004 – 90007, 90010 – 90015, 90017, 90019 – 90021, 90023, 90024, 90026, 90031, 90033, 90035, 90036, 90048, 90057, 90064, 90210 – 90212).
    2. \$8.75 per CWT, subject to a minimum charge of \$65.75 and a maximum charge per vehicle of \$930.00 for all other ZIP codes not listed above.
  - B. Service under this Item will be provided to floors above or below the level accessible to Carrier's vehicle only when elevator or escalator service is available.
  - C. Carrier's driver shall not enter the dwelling of a non-commercial location and services under this item will not apply.
2. The charges in this Item will be in addition to all other lawful charges, and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from consignee, except such charges for shipments moving on Government Bills of Lading, which will be collected from the US Government.

*Updated 8-01-11*

**Item 570 FUEL SURCHARGE**

Except as otherwise provided, all charges for linehaul transportation resulting from rates and/or charges named in Tariffs, Contracts, or Pricing Agreements will be subject to a Fuel Surcharge (FSC) as provided herein.

1. For freight handled by Carrier, the following Diesel Fuel Indicator, as reported by the Department of Energy (DOE), shall apply:

<u>Carrier</u>	<u>Relevant Diesel Fuel Indicator</u>
Holland	US National Average
Reddaway	PADD V

2. For freight that originates with Reddaway when the relevant Diesel Fuel Indicator exceeds 100.9 cents per gallon, the following fuel adjustment index shall apply:

Fuel Adjustment Index Table

<u>When the index price is at least:</u>	<u>But less than:</u>	<u>LTL Fuel Surcharge will be:</u>	<u>TL Fuel Surcharge will be:</u>
101 cents per gallon	102 cents per gallon	4.80%	9.60%
102 cents per gallon	103 cents per gallon	4.88%	9.76%
103 cents per gallon	104 cents per gallon	4.96%	9.92%
104 cents per gallon	105 cents per gallon	5.04%	10.08%
105 cents per gallon	106 cents per gallon	5.12%	10.24%
106 cents per gallon	107 cents per gallon	5.20%	10.40%
107 cents per gallon	108 cents per gallon	5.28%	10.56%
108 cents per gallon	109 cents per gallon	5.36%	10.72%
109 cents per gallon	110 cents per gallon	5.44%	10.88%
110 cents per gallon	111 cents per gallon	5.52%	11.04%

For each one (1) cent increase in the relevant Index beyond 110, the FSC will increase 0.08% for LTL and 0.16% for TL.

3. For freight that originates with Holland, when the relevant Diesel Fuel Indicator exceeds 109.9 cents per gallon, the following fuel adjustment index shall apply:

Fuel Adjustment Index Table

<u>When the index price is at least:</u>	<u>But less than:</u>	<u>LTL Fuel Surcharge will be:</u>	<u>TL Fuel Surcharge will be:</u>
110 cents per gallon	111 cents per gallon	0.5%	1.0%
111 cents per gallon	112 cents per gallon	0.6%	1.2%
112 cents per gallon	113 cents per gallon	0.7%	1.4%
113 cents per gallon	114 cents per gallon	0.8%	1.6%
114 cents per gallon	115 cents per gallon	0.9%	1.8%
115 cents per gallon	116 cents per gallon	1.0%	2.0%
116 cents per gallon	117 cents per gallon	1.1%	2.2%
117 cents per gallon	118 cents per gallon	1.2%	2.4%
118 cents per gallon	119 cents per gallon	1.3%	2.6%
119 cents per gallon	120 cents per gallon	1.4%	2.8%
120 cents per gallon	121 cents per gallon	1.5%	3.0%
121 cents per gallon	122 cents per gallon	1.6%	3.2%
122 cents per gallon	123 cents per gallon	1.7%	3.4%
123 cents per gallon	124 cents per gallon	1.8%	3.6%
124 cents per gallon	125 cents per gallon	1.9%	3.8%
125 cents per gallon	126 cents per gallon	2.0%	4.0%
126 cents per gallon	127 cents per gallon	2.1%	4.2%
127 cents per gallon	128 cents per gallon	2.2%	4.4%
128 cents per gallon	129 cents per gallon	2.3%	4.6%
129 cents per gallon	130 cents per gallon	2.4%	4.8%
130 cents per gallon	131 cents per gallon	2.5%	5.0%
131 cents per gallon	132 cents per gallon	2.6%	5.2%
132 cents per gallon	133 cents per gallon	2.7%	5.4%
133 cents per gallon	134 cents per gallon	2.8%	5.6%
134 cents per gallon	135 cents per gallon	2.9%	5.8%
135 cents per gallon	136 cents per gallon	3.0%	6.0%
136 cents per gallon	137 cents per gallon	3.2%	6.4%
137 cents per gallon	138 cents per gallon	3.3%	6.6%
138 cents per gallon	139 cents per gallon	3.4%	6.8%
139 cents per gallon	140 cents per gallon	3.6%	7.2%
140 cents per gallon	141 cents per gallon	3.7%	7.4%

Fuel Adjustment Index Table

<u>When the index price is at least:</u>	<u>But less than:</u>	<u>LTL Fuel Surcharge will be:</u>	<u>TL Fuel Surcharge will be:</u>
141 cents per gallon	142 cents per gallon	3.9%	7.8%
142 cents per gallon	143 cents per gallon	4.0%	8.0%
143 cents per gallon	144 cents per gallon	4.1%	8.2%
144 cents per gallon	145 cents per gallon	4.2%	8.4%
145 cents per gallon	146 cents per gallon	4.3%	8.6%
146 cents per gallon	147 cents per gallon	4.4%	8.8%
147 cents per gallon	148 cents per gallon	4.5%	9.0%
148 cents per gallon	149 cents per gallon	4.7%	9.4%
149 cents per gallon	150 cents per gallon	4.8%	9.6%
150 cents per gallon	151 cents per gallon	4.9%	9.8%
151 cents per gallon	152 cents per gallon	5.1%	10.2%
152 cents per gallon	153 cents per gallon	5.2%	10.4%

153 cents per gallon	154 cents per gallon	5.3%	10.6%
154 cents per gallon	155 cents per gallon	5.5%	11.0%
155 cents per gallon	156 cents per gallon	5.6%	11.2%
156 cents per gallon	157 cents per gallon	5.7%	11.4%
157 cents per gallon	158 cents per gallon	5.9%	11.8%
158 cents per gallon	159 cents per gallon	6.0%	12.0%
159 cents per gallon	160 cents per gallon	6.1%	12.2%
160 cents per gallon	161 cents per gallon	6.3%	12.6%
161 cents per gallon	162 cents per gallon	6.4%	12.8%
162 cents per gallon	163 cents per gallon	6.6%	13.2%
163 cents per gallon	164 cents per gallon	6.7%	13.4%
164 cents per gallon	165 cents per gallon	6.8%	13.6%
165 cents per gallon	166 cents per gallon	7.0%	14.0%
166 cents per gallon	167 cents per gallon	7.1%	14.2%
167 cents per gallon	168 cents per gallon	7.2%	14.4%
168 cents per gallon	169 cents per gallon	7.4%	14.8%
169 cents per gallon	170 cents per gallon	7.5%	15.0%
170 cents per gallon	171 cents per gallon	7.6%	15.2%
171 cents per gallon	172 cents per gallon	7.8%	15.6%
172 cents per gallon	173 cents per gallon	7.9%	15.8%
173 cents per gallon	174 cents per gallon	8.1%	16.2%
174 cents per gallon	175 cents per gallon	8.2%	16.4%
175 cents per gallon	176 cents per gallon	8.3%	16.6%
176 cents per gallon	177 cents per gallon	8.4%	16.8%
177 cents per gallon	178 cents per gallon	8.5%	17.0%
178 cents per gallon	179 cents per gallon	8.6%	17.2%
179 cents per gallon	180 cents per gallon	8.7%	17.4%
180 cents per gallon	181 cents per gallon	8.9%	17.8%
181 cents per gallon	182 cents per gallon	9.0%	18.0%

For each one (1) cent increase in the relevant Index beyond 181, the FSC will increase 0.1% for LTL and 0.2% for TL.

4. This charge will be shown as a separate line Item called "Fuel Surcharge" on the freight bill.
5. This surcharge will apply as a percentage of the net linehaul charges.
6. The fuel adjustment will be revised weekly, based on Monday updates to the diesel fuel indicator by the DOE, with changes to be made effective on Tuesday.
7. For shipments that move across multiple Carriers, the applicable FSC will be applied in accordance with the same provisions outlined in Item 765, Precedence of Rates.

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#### Item 578 SHIPPER LOAD OR CONSIGNEE UNLOAD

1. In lieu of pickup or delivery service as provided herein and when requested by Shipper or Consignee and agreed upon by Carrier, Shipper may load/Consignee may unload Carrier's Trailers at its sole risk and liability, under the following conditions
  - A. SHIPPER LOAD – When requested by Shipper and approved by the Carrier's local operations, the Carrier will spot or drop Equipment at the Shipper's loading facility. The Shipper accepts responsibility for and will be liable for any and all personal injuries to persons or physical damages to any property, including any damage to or loss of Carrier's Equipment while Equipment is in the care, custody and control of the Shipper or Shippers Agent other than damage or loss caused by normal wear and tear, an Act of God, or force majeure. Shipper will promptly reimburse Carrier for the cost of repairing or replacing such equipment within thirty (30) days of notice thereof. Shipper may load the Trailers with one or more LTL shipments at its sole risk and liability. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner:
    1. At pickup, Carrier will include "SL&C" on the bill of lading, indicating that the shipper counted and loaded the shipment without Carrier's driver present. The Shipper assumes all liability and responsibility for properly blocking and bracing the freight. Carrier's failure to note "SL&C" on the bill of lading will not affect the liabilities of the

- parties, if the Shipper has in fact performed the counting and loading without a representative from Carrier present.
2. Carrier will provide seals for security purposes to the Shipper when requested and such seals will be recorded. Failure to seal a load will not affect the terms and conditions outlined herein or Shipper's liability resulting there from.
  3. Carrier will notify the Shipper's representative by fax of any exceptions within 24 hours of first unloading. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact. The transmit journal from the fax machine listing the time, date, and telephone number of the receiving faxed transmission will be considered as validated proof that the fax was sent to the Shipper.
    - A. Carrier will not be liable for any loss or damage where exceptions have been reported to Shipper within the time limits specified.
    - B. Should the shipment or any part thereof be on shrink/stretch-wrapped pallets when unloaded, the Carrier will count and check the pallet as one (1) unit and will not be responsible for individual piece count on the pallet up to the delivery of the pallet, intact, to the Consignee.
  4. Overages will be reported as in paragraph 1.A.3 herein. The Shipper will advise Carrier of the disposition of any merchandise that could or should be applied to a valid shortage. Carrier shall only be responsible for handling units or a piece count that can be verified. Individual item numbers or P.O. shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&C Trailer. Shipper shall indemnify and hold Carrier harmless from any and all liability, actions, costs, and expenses (including attorney fees) arising from its loading or Consignee's unloading of Carrier's trailers including, but not limited to, that liability resulting in damage to property or injury to person (including death).
- B. CONSIGNEE UNLOAD – Subject to Carrier's consent and as requested by Shipper or Consignee. Carrier may drop or spot Equipment at the Consignee's facility so the receiver may unload the Trailers. All shipments shall be presumed to have been transported in good and proper order and Carrier shall have no liability or risk of loss or damage to shipment or Trailer from the time the Trailer is dropped or spotted until the Carrier picks up the Equipment after the Shipment(s) have been unloaded. Any discrepancy on those shipments tendered, as a CONSIGNEE UNLOAD will be handled in the following manner unless a separate signed agreement is already established and signed in place:
1. Carrier shall spot or drop Trailers at Consignee's place of business so that the Consignee can complete the unloading process, without Carrier's driver present subject to the terms as stated herein within normal free time or otherwise agreed to in writing. Free time will be 24 hours, excluding non-Business Days. After the expiration of this free time period, detention charges will be applicable.
  2. Consignee will not utilize Carrier's equipment for any use other than the express purpose of unloading or loading cargo for shipment via Carrier.
  3. When the Consignee fails to report to Carrier's local operations that equipment is empty and available to Carrier for removal, it will be subject to detention rules and charges.
  4. Consignee will accept liability for any and all injuries to persons or damages occurring to Carrier's equipment, or for the loss of Carrier's equipment, or loss or damage to shipments while in its physical possession, other than normal wear and tear or an Act of God. Consignee will promptly reimburse Carrier for the cost of repairing or replacing such equipment within thirty days of notice thereof.
  5. Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without Carrier's driver present. Carrier's failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of the parties, if the Consignee has in fact performed the counting and unloading without a representative from Carrier present.
  6. Carrier will provide sealed Trailers with the Carrier's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this Item.
  7. Delivery receipts will be signed by the Consignee at the time the Trailer is dropped for unloading, or if not operationally feasible, will be available to Carrier no more than 24 hours after delivery.

- A. The Consignee agrees to notify Carrier by fax on a mutually approved form of any exceptions within 24 hours of the Trailer being dropped. This will not include weekends or holidays. Carrier shall not be liable for any loss or damage exceptions reported after 24 hours of Trailer being dropped.
  - B. Notice of any exception is to be faxed on the mutually approved form to the attention of the local service center's OS&D associate.
  - C. The transmit journal from the fax machine listing the time, date, and telephone number of the receiving faxed transmission will be considered as validated proof that the fax was sent to the Carrier.
8. Carrier shall not be liable for uncountable palletized orders, picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.
  9. Carrier shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers and purchase order shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pickup, or as applicable, properly reported as received on a Shipper Load and Count Trailer.
  10. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. Carrier will have no liability for stolen or missing product while in the possession of the Consignee.
  11. It is the Consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.
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#### **Item 580 MARKING OR TAGGING FREIGHT**

The provisions of NMFC Item 580 will apply, except when requested by the Consignor/Consignee, or when required to conform to NMFC Item 580, governing publications or this Tariff, to change, alter or add marks, tags, labels, or stencils on any package or piece of freight, MARKING OR TAGGING charges of \$4.00 per package or piece of freight, subject to a minimum charge of \$63.00 per shipment will apply.

*Updated 8-01-11*

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**Item 610 MINIMUM CHARGE**

1. The applicable rate for each article multiplied by the actual weight of the articles but not less than the minimum charge shown in Class Rates and Charges, from origin to destination. Charges will not be reduced below the applicable minimum charge after discount. The minimum charge for a shipment will apply as follows:

From: To:	Holland	Reddaway
Holland	\$111.00	\$147.00
Reddaway	\$148.00	\$102.00
Canada (Atlantic Provinces)	\$143.00	\$334.00
Canada (Quebec, Ontario)	\$143.00	\$334.00
Canada (Saskatchewan, Manitoba)	\$148.00	\$174.00
Canada (Alberta, British Columbia)	\$148.00	\$113.00/ \$174.00 (5)

2. Except as otherwise provided, the respective Pricing Agreement will govern the minimum charge for shipments subject to class or commodity rates.
3. Payment of allowances or refunds will be subject to the above minimum charge provisions (as applicable under Note 2 herein).
4. Minimum Charge for shipments from a specific Canadian Province to a specific Carrier is identical to the minimum charge for a shipment from the same Carrier to the same Canadian Province.
5. Minimum Charge for Indirect points for Reddaway in these provinces is \$174.00
6. Contact carrier for intrastate freight minimum charges

*Updated 8-01-11*

## Item 615 CUBIC CAPACITY AND DENSITY - MINIMUM CHARGE

1. A density minimum charge will apply on a shipment only if it occupies more than 750 cubic feet of a trailer as tendered for shipment and if its density, as tendered, is less than six (6) pounds per cubic foot. Such shipments will be subject to a minimum charge using a pro forma weight calculated at six (6) pounds per cubic foot. The shipment will be rated at the applicable (customer's tariff) Class 85 rate with customer's applicable discount applied.
2. The density minimum charge is based upon the cubic feet of the shipment and not its trailer occupancy. However, a vertical dimension of eight feet is used to calculate cube for units that cannot be top-loaded with like freight or which cannot be top-loaded due to instructions from the Shipper. Likewise a horizontal dimension of eight (8) feet is used to calculate cube when no two like pieces can be loaded side by side in the trailer (see Effective Cube in Item 110).
3. The density minimum charge does not apply to shipments subject to vehicle unit rates.
4. For freight billed by Holland, which as tendered by the shipper occupies twelve (12) lineal feet or more of a trailer, is one (1) foot or more in width, and has an average density as calculated (in B. or C. below) of four (4) pounds or less per cubic foot, the freight will be subject to a minimum charge as follows:
  - A. Apply the rates as a FAK 85 multiplied by the calculated weight.
  - B. For shipments that are more than four (4) feet wide, the calculated weight will be determined by multiplying the lineal feet of the trailer the shipment takes up times fifty six (56) square feet. The resultant cubic feet is to be multiplied by ten (10) pounds to obtain the calculated weight.
  - C. For shipments that are more than one foot wide and four feet or less in width, the calculated weight will be determined by multiplying the lineal feet of the trailer the shipment takes up times twenty eight (28) square feet. The resultant cubic feet is to be multiplied by ten (10) pounds to obtain the calculated weight.
  - D. The applicable discount will then be applied to the above charges.
  - E. Any shipment that exceeds 36 feet of a Standard Trailer will be subject to the capacity load provisions named in Item 390 herein. (For Holland shipment must exceed 36 feet in length and more than 4 feet in width)
  - F. For shipments that are less than one (1) foot wide, Item 620 herein applies.
  - G. The maximum charge under provision 4 herein is the higher of \$454.00 or:
    - \$5.50 per mile for shipments of 1 – 500 miles,
    - \$4.70 per mile for shipments of 501 – 1,000 miles,
    - \$4.40 per mile for shipments over 1,000 milesGuaranteed or expedited shipments are not subject to the maximum charge. All normal FSC provisions and accessorials charges will apply over and above the above-noted maximum charge.
5. Multiple shipments tendered on the same day from the same shipper destined to the same Consignee will be considered a single shipment for application of the provisions of this item.

*Updated 8-01-11*

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## Item 620 EXTREME LENGTH

1. On shipments containing articles exceeding fifteen (15) feet in length, a charge of \$168.00 per shipment will be added to the otherwise applicable rates and charges after discount.
2. This Item will not apply on shipments subject to EXCLUSIVE USE, CAPACITY LOAD, or CUBIC CAPACITY and DENSITY rules, or to TL volume rates and charges.
3. For Holland, application of Item 620 is limited to those articles exceeding 15 feet in length but less than 12" in width. If the article exceeds 12 feet in length and is at least 12" in width see Item 615.4.

*Updated 8-01-11*

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## Item 640 MIXED PACKAGES – LTL (Exception to NMF 100, Item 640)

The charge for a package or packages containing freight of more than one class shall be at the rate provided for each individual article in the package.

1. Bill of lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total weight of each such separately classified or rated article.
2. When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the mixed packages comprising the shipment.
3. If shipper fails or declines to provide Carrier with separate weights for each of the commodities in the mixed package, shipments shall be charged for at the rate applicable to the highest rated article in the mixed package.

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## Item 650 SPECIAL ARTICLES

1. Alcoholic Beverages:  
Each shipment of alcoholic beverages on which Carrier is required to file reports to a State commission will be subject to a reporting charge of \$19.00 per report in addition to all other applicable charges.
2. Household Goods and/or Personal Articles:  
The minimum charge for an LTL shipment of personal effects or personal articles, other than military personal articles moving on Government Bills of Lading, as described in NMF 100 Items 100200 and 100262, will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination.
3. The following provisions apply to small package shipments weighing 150 lbs or less handled during labor disputes of small package service carriers:
  - A. The Carrier makes no service guarantee for shipments that would normally move via small package carriers.
  - B. The Carrier's liability is limited to \$100.00 per shipment maximum.
  - C. No corrected bills of lading will be accepted for any shipment, except for mutually agreed to corrections of erroneous piece counts. (Example, no combination of bills after shipment, no change to terms, no change to Consignee).
  - D. The Consignee may be asked to pick up shipments at the Carrier's terminal or other location.

*Updated 8-01-11*

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## Item 730 PROMOTIONS

Holland and Reddaway may, from time to time, offer promotions. Some promotions may provide a discount (percentage or flat amount as determined in the promotional materials) to be deducted from net linehaul charges. Each promotion will be unique and requires the promotion code to be written on, or voucher attached to the Bill of Lading, at the time of pickup, for consideration. Validation of promotional offer qualification occurs upon final rating of the bill based on the payer of freight charges.

Actual charges on your invoice will reflect the discount, for a discount type of promotional offer, if the promotional criteria requirements are met even though some quotes may not reflect the promotional discount.

Promotion Code Application:

1. Only one promotion code or voucher may be applied to an individual bill
2. Discount offers will be applied to net linehaul charges, after current pricing has been applied, still subject to Absolute Minimum Charge
3. In determining eligibility for a promotion, the carrier will evaluate if the payer of freight charges meets promotional offer shipment criteria
4. Each promotion will have time restrictions and other guidelines as stated in promotional materials
5. In the event there are not time restrictions stated in the promotional materials, the promotional period shall be deemed to be thirty (30) days from the date the carrier issued the promotion.

Information regarding how to qualify for promotional discounts will be provided in promotion materials. Shipper's failure to adhere and agree to all the conditions of the promotion, to include those set forth in this Item, shall invalidate the promotional offer.

Except as provided in the promotional discount offer, terms and conditions of service shall be subject to individually determined rates or contracts that have been agreed upon in writing between yourself and the carrier, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier in its applicable tariffs, to include this Rules and Conditions publication.

*Updated 11-16-09*

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#### **Item 750 PICKUP OR DELIVERY SERVICE**

1. Rates include one pickup and loading and one delivery and unloading or one tender or delivery of a shipment by Carrier at one site during Business Hours, subject to the following provisions:
  - A. Pickup or delivery site will be directly accessible or immediately adjacent to Carrier's equipment, and will be suitable and practicable for such equipment to operate, and does not endanger Carrier's personnel or representative as determined by Carrier.
  - B. Carrier will not be required to receive freight liable to damage other freight or Carrier's equipment as determined by Carrier.
  - C. Carrier will not perform pickup or delivery service at any site from or to which it is impracticable to operate vehicles as determined in Carrier's sole discretion because of, but not limited to:
    1. The conditions of roads, streets, driveways, alleys, or approaches thereto;
    2. Inadequate loading or unloading facilities;
    3. Acts of Force Majeure as set forth herein or such possible disturbances as tending to create reasonable apprehension or danger to persons or property as determined by Carrier.
  - D. When freight is transported in shipping containers, such as pallets, skids, totes, reels, or other such articles that are an integral part of the shipment, such containers are to be delivered and receipted for by the Consignee. Carrier will not return such containers free of charge, even though the bill of lading may so state.
2. Loading and unloading service will be subject to the following provisions:
  - A. Carrier will perform the loading and unloading including counting the freight, except as provided in NMFC Item 568 and as shown below:
    1. Does not include assembling, packing or unpacking, dismantling, inspecting, sorting, or segregating freight except when a shipment is tendered to the Carrier in lots according to size, brand, flavor, or other characteristics and is so identified on the Bill of Lading or accompanying papers. Normal delivery service includes delivery of the shipment to the Consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy, or similar device provided by the Consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, Carrier will continue to unload the vehicle subject to applicable detention charges.
    2. Does not include special equipment used in hoisting, lowering, handling, or placing freight into position. Such special equipment will be furnished and operated by the Consignor/Consignee, except for hand trucks or four-wheeled handcarts, or pallet jacks (non-riding type) when furnished by the Consignor/Consignee. Consignor/Consignee shall assume responsibility for safe loading or unloading of the freight.
    3. Does not allow for the opening of packages or unitized shipments.
  - B. Carrier will provide one employee per Trailer/Set for loading or unloading.
  - C. Consignor/Consignee may, at his own expense, elect to waive and perform the loading or unloading of freight from Carrier's Trailer/Set.
3. Actual tender of delivery, notice by telephone, electronic transmission, or US Mail, shall constitute notice of arrival of the shipment.
4. If, through no fault of the Carrier, freight cannot be delivered, Carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage and that storage charges will be accruing. See Storage, Item 910.

*Updated 1-04-10*

## Item 752 PICKUP OR DELIVERY SERVICE – NON-COMMERCIAL OR SPECIAL LOCATIONS

1. When Carrier makes a pickup or delivery at a non-commercial or limited access location, the following charges will apply:
  - A. \$8.50 per CWT, subject to a minimum charge of \$96.00 per shipment and a maximum charge of \$470.00 per shipment
  - B. Other applicable charges described in this Tariff:  
Exception: In the case of delivery, charges will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of the Consignee.
2. The term "Non-Commercial" means: private residences (including home-based businesses), apartments, assisted-living facilities, camps (other than military), dormitories, estates, farms, parsonages, ranches, rectories, and retirement homes. The term "private residences" shall apply to the entire premises on which a dwelling for living is located, except any portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.
3. The term "Limited Access Location" includes, but is not limited to:
  - Construction sites <sup>1</sup>
  - Fairs, carnivals, or Chautauquas
  - Government sites <sup>2</sup>
  - Military bases/installations
  - Mine sites <sup>3</sup>
  - Mini storage facilities
  - Native American reservations
  - Places of worship including cathedrals, churches, mosques, shrines, synagogues, or temples
  - Parks
  - Prisons or correctional facilities
  - Schools including day-care facilities, pre-schools, elementary schools, junior high or middle schools, high schools, vocational or trade schools, junior colleges, colleges, or universities (other than those with general receiving docks)
  - Utility sites <sup>4</sup>

In addition to the locations specifically listed above, a "limited access location" is defined as meeting any of the following conditions:

- Not open to the walk-in public during normal business hours
- Not having personnel readily available to assist with pickup or delivery
- Not having access to a loading/unloading dock or platform
- Sites where extensive security-related inspections and processes are required before pickup or delivery can be performed

<sup>1</sup> The term "construction site" shall be defined as the site of any construction of buildings, roads, or bridges, or other sites of construction including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses, or similar facilities) located on such property.

<sup>2</sup> The term "government site" shall be defined as, but not limited to, the examples listed below of governmental facilities and/or geographic regions managed by the government. These sites may or may not have a ZIP or postal code assigned.

- Military locations such as missile sites
- Military and civilian radio, aviation, and electronic stations
- Government research stations

<sup>3</sup> The term "mine site" shall be defined as the site of any pit, excavation, shaft, or deposit at which coal, ore, or minerals has/have been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples, or similar receiving facilities) located on such property will be considered as delivery to a mine.

<sup>4</sup> The term "utility site" shall be defined as a power generation station, whether nuclear, thermal, hydroelectric, or fossil fuel, pumping station, or wind farms located outside the normal commercial pickup and delivery region of the carrier for a town, city, or municipality.

4. Pickup and delivery service to non-commercial or limited access locations will be made to ground-level door or garage opening closest to the location accessible to the Carrier's vehicle. Carrier's driver shall not enter the dwelling of a non-commercial location.
5. Carrier's pickup or delivery service does not include packing, unpacking, dismantling, assembling, set up, and/or removal and disposal of packaging materials.
6. In the event the original bill of lading did not properly indicate a non-commercial location delivery, then Carrier, at its discretion, may charge either Shipper or Consignee for such service. If in lieu of delivery at Consignee, the Consignee elects to accept delivery at the Carrier's premise, there will be no non-commercial delivery charge; however, the provisions of Item 910 – Storage, may apply.
7. Shipments consigned to or in care of the US Postmaster at a particular point, or to a Carrier for delivery to a US Postal Department at a particular point, will be accepted only on the following conditions:
  - A. All charges on such shipments must be prepaid;
  - B. The post office stamp on the Carrier's freight bill will be accepted in lieu of signature as receipt for the delivery of the shipment;
  - C. Packages must carry sufficient postage for movement to destinations.
8. Shipments picked up or delivered in the Garment Area of New York, NY will be subject to the additional charges:
  - A. LTL shipments - \$6.70 per CWT subject to minimum charge of \$59.40.
  - B. TL Shipments - \$3.00 per CWT subject to minimum charge of \$194.75.
  - C. The Garment Area is defined as that part of the Borough of Manhattan herein as follows:

<u>AVENUES</u>	<u>RANGE OF NUMBERS</u>	<u>STREETS</u>	<u>RANGE OF NUMBERS</u>
Avenue of the Americas	900 thru 1060	35 <sup>th</sup> Street	1 East thru 16 East; 1 West thru 370 West
Broadway	1302 thru 1450	36 <sup>th</sup> Street	1 East thru 16 East; 1 West thru 370 West
Fifth Avenue	358 thru 485	37 <sup>th</sup> Street	1 East thru 16 East; 1 West thru 357 West
Sixth Avenue	900 thru 1060	38 <sup>th</sup> Street	1 East thru 16 East; 1 West thru 348 West
Seventh Avenue	450 thru 587	39 <sup>th</sup> Street	1 East thru 16 East; 1 West thru 353 West
Eighth Avenue	494 thru 590	40 <sup>th</sup> Street	1 East thru 21 East; 1 West thru 358 West
		41 <sup>st</sup> Street	1 East thru 22 East; 1 West thru 351 West

*Updated 8-01-11*

#### **Item 755 PICKUP OR DELIVERY SERVICE – NON-BUSINESS HOURS, SATURDAYS, SUNDAYS & HOLIDAYS**

1. When Carrier is requested to perform pickup or delivery services during Non-Business Hours (see Item 110), Saturdays, Sundays, or Holidays, and Carrier agrees to perform the services, the following charges and provisions will apply:
  - A. \$88.25 per person per hour or fraction thereof, subject to a minimum charge of \$305.00 per person per day for freight handled by Reddaway or \$476.00 per person per day for freight handled by Holland
  - B. Charges will be computed from the time Carrier departs its service center until its return thereto.
2. Carrier is not obligated to perform such services even though they may be requested on the bill of lading.

*Updated 8-01-11*

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#### **Item 757 SPECIAL EQUIPMENT**

1. When Consignor/Consignee, broker, or any other responsible party requests special equipment including fork lift, crane, or other mechanical devices (excluding pallet jacks and liftgate service) at the loading or unloading site (other than at Carrier's service center), and Carrier agrees to arrange for such equipment, the applicable charge will be the Carrier's rental costs plus ten (10%) percent.
2. When Consignor/Consignee, broker or any other party responsible requests flatbed service and Carrier is able to arrange for such equipment, the following charges will apply:
  - A. \$112.00 per shipment, and
  - B. \$66.50 per vehicle for tarping, if required.
3. When Consignor/Consignee, broker or any other party responsible requests forklift service, and Carrier is able to provide such equipment, the following charges will apply:
  - A. \$97.00 per 30 minutes.
  - B. If carrier must rent equipment the charge in section 1 applies.

*Updated 8-01-11*

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#### **Item 758 NOTIFICATION PRIOR TO DELIVERY**

When a Consignee requires/requests notification prior to delivery OR when a shipper's bill of lading bears a notation requiring/requesting Carrier to notify Consignee prior to delivery, such notification will be provided. An additional charge of \$38.50 will be applied and billed either to the party responsible for the linehaul freight charges on the bill or to the party requiring/requesting notification prior to delivery.

*Updated 8-01-11*

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#### **Item 759 TRADE SHOW AND DISPLAY PARAPHERNALIA**

1. On all shipments destined to convention centers, the traffic must be consigned to the cartage agent handling the show at the convention center. All freight charges on the shipment moving to the cartage agent must be prepaid. All charges of the cartage agent are the responsibility of the Shipper and payment of these charges are guaranteed by the Shipper.
2. If the customer requires Carrier to perform the pickup or delivery service at the convention center, there will be an additional charge of \$249.00 per shipment.
3. All charges must be prepaid and the additional charges for pickup at or delivery to the convention center must be guaranteed by the Shipper and so noted on the bill of lading at time of shipment. Carrier will not make pickup or delivery at the convention center without authorization and guarantee of charges by the Shipper.
4. Apply Class 150 on Exhibition Paraphernalia, Items 154630 through 154638, in lieu of the class rating in the NMFC.
5. Any Exhibition booths or stalls and their contents having prior use shall be deemed a used article and a limitation of liability of \$0.10 per pound per package shall apply.
6. No shipments destined to trade shows in the Republic of Mexico will be accepted.

*Updated 8-01-11*

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## Item 765 PRECEDENCE OF RATES

1. Unless specifically stated otherwise, shipments will be subject to the provisions of no more than one discount.
2. Except as otherwise provided, when a shipment is subject to conflicting discount provisions and fuel surcharge (FSC), the precedence of rates, discounts, allowances and fuel surcharge will be determined as follows:
  - A. On freight prepaid shipments, the Shipper's pricing program will apply.
  - B. On freight collect shipments, the Consignee's pricing program will apply. If a shipment is eligible for discounting and the Consignee has no applicable pricing program, Carrier will apply a courtesy discount of 50% off of the current 502 series rates to the shipment.
  - C. Shipments for Third-Party payment of freight charges will be subject to the pricing program applicable for the Third-Party payer of the freight charges and will apply in precedence to any otherwise applicable pricing program.
3. Except on shipments for which exclusive use of vehicle is requested, when a shipment is tendered to Carrier and bill of lading is so marked "Tendered as a Truckload", the applicable truckload rate will apply at the actual or a minimum weight, whichever is greater, and the truckload rate will not alternate with the less than truckload rate. Such shipments will be entitled to privileges, normally afforded in rules and regulations pertaining to truckload shipments, and will not be governed by rules and regulations pertaining to less than truckload shipments. When shipment is tendered to Carrier, under bill of lading marked "Tendered as a Truckload" and shipment has begun its movement to destination, corrected bill of lading will not be accepted to remove the truckload application.

*Updated 03-20-06*

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## Item 780 PROHIBITED OR RESTRICTED ARTICLES

1. Except for antique furniture described in NMFC Items 100240 or 100260, or pictures or painting described in NMFC Items 100240, 100260 or 149420, the following property will neither be accepted for shipment nor as premiums accompanying other articles:
  - Aircraft disk brakes – carbon
  - Articles of extraordinary value
  - Articles of antiquity
  - Bank bills
  - Biological products
  - Business records-current or archived
  - Carbon black
  - Coins
  - Corpses
  - Cream, fresh
  - Cultures of Etiologic agents
  - Currency
  - Deeds
  - Diagnostic specimens
  - Drafts
  - Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more
  - Etiologic agents / Infectious Substances (Division 6.2)
  - Explosives, Domestic – (Class 1.1, 1.2, 1.3)
  - Explosives, Mexico – (All Classes & divisions)
  - Flammable Solids (Mexico only):
    - Div 4.2 – Spontaneously Combustible
    - Div 4.3 – Dangerous When Wet
  - Fruits, fresh
  - Garbage
  - Hazardous waste
  - Meat, fresh
  - Milk, fresh

- Jewelry, other than costume or novelty
  - Letters, with or without stamps, unless Consignor/Consignee is United States Postal Service
  - Liquids, in bulk, requiring special tank truck equipment
  - Live animals
  - Medical waste
  - Moving picture films or other films
  - Museum exhibits
  - Nitrocellulose (Except UN3270)
  - Notes
  - Original works of art including, but not limited to, sculptures, statuary, carvings, stained/blown glass, jewelry, pictures, or painting
  - Poisonous Substances:
    - Poison/Toxic Inhalation Hazard Zone A
    - Poison/Toxic Inhalation Hazard Zone B (in bulk packages)
    - Poison/Toxic Inhalation Hazard Zone B, C, or D (Mexico only)
  - Postage stamps
  - Poultry, live
  - Precious stones
  - Radioactive materials (all Class 7)
  - Revenue or tax stamps
  - Taxidermy unless released to a value not exceeding \$5.00 per pound, per package, or article
  - Valuable papers of any kind
  - Vegetables, fresh
  - Freight requiring refrigeration or protection from heat, except as provided in Item 810, excluding shipments protected by the Consignor
2. Carrier's liability for shipments containing Prohibited Or Restricted Articles inadvertently accepted by Carrier will not exceed \$0.50 per pound or article (excluding the weight of the packaging and/or shipping container, pallets, skids, and the like).
  3. Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

*Updated 10-5-05*

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## **Item 810 PROTECTIVE SERVICE**

1. USF Holland Inc. offers Protective Service. USF Reddaway Inc. offers Protective Service on the basis of equipment availability.
2. Commodities which require protection from heat or cold because of their perishable nature may be provided such protection at the rates and charges contained in pricing agreements or customer contracts governed by this publication, subject to the availability of suitable equipment and provided the Shipper states on the bill of lading and the packages that protective service is required. Carrier will not be liable for loss or damage when the Shipper failed to place the protective service notation on the bill of lading or when Carrier did not agree to provide such services. The charge for protection from freezing shall be \$2.00 per CWT subject to a \$20.00 minimum per shipment.
3. Protection from cold will be provided when carrier is provided notice at the time the pickup call is placed and products do not freeze or degrade above 32° Fahrenheit. Service will be provided only for shipments handled direct by Carrier
4. Carrier will have no liability for shipments, which may be damaged due to freezing, that are not deliverable upon arrival at the destination terminal, or for which delivery is refused by Consignee, or for which Consignee requests carrier to drop a trailer at Consignee's location for its convenience of unloading.

*Updated 8-01-11*

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## Item 820 RECONSIGNMENT, DIVERSION, and RELINQUISHMENT

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

1. DEFINITION OF RECONSIGNMENT AND DIVERSION: For the purpose of this rule, the terms "Reconsignment" and "Diversion" are considered to be synonymous. The use of either will be considered to mean:
  - A. A change in the name of the Shipper or Consignee;
  - B. A change in the place at which freight will be delivered;
  - C. Relinquishment of shipment prior to delivery to the ultimate destination.
2. CONDITIONS:
  - A. Requests for reconsignment must be made in writing or confirmed in writing by a party the Carrier deems authorized. Conditional or qualified requests will NOT be accepted. Carrier will NOT accept disposition instructions printed on the bill of lading, shipping order, shipping label, or container as authority to reship, return, or reconsign a shipment.
  - B. Carrier will try to execute a reconsignment, but will NOT be responsible if such service is NOT affected.
  - C. All charges must be paid or guaranteed to the satisfaction of the Carrier prior to reconsignment.
  - D. Original Uniform Order Bills of Lading must be surrendered for cancellation, endorsement, or exchange.
  - E. ONLY the Shipper may reconsign COD shipments.
  - F. Freight will be marked, segregated, sorted, or tagged per the charges described in Item 887.
  - G. Only entire shipments (not portions of shipments) may be reconsigned.
3. CHARGES:
  - A. Change in name of the Shipper or Consignee with no change in place of delivery will be charged for as provided in the Bill of Lading, Item 360.
  - B. When the points between which freight is transported are changed, rates will be based on the method among the two listed below that produces the highest total charges:
    1. Origin to reconsignment point, plus reconsignment point to final destination, or
    2. Origin to final destinationEXCEPTION: When a shipment is relinquished to another surface or air carrier, rates will be calculated from origin point to point of delivery to the other carrier.  
An administrative fee of \$37.00 will apply to coordinate and effect the reconsignment.
  - C. A handling charge of \$7.90 per CWT, subject to a minimum charge of \$68.00, and a maximum charge of 50% of the original freight charges when the original freight charges are at least \$120.00, will be assessed if:
    1. Possession of the Shipment is relinquished to another surface or air carrier; or
    2. Shipment is returned from Carrier's point of origin terminal without linehaul movement, "Deadhead"; or
    3. Export shipments are NOT directly consigned at origin to an export pier dock or terminal, transit shed, or wharf; or
    4. The shipment is reconsigned to another point in the terminal service area of the original inbound terminal; or
    5. The shipment has been loaded on the delivery vehicle, (in cases where shipment is transferred to a city delivery vehicle for delivery); or
    6. The shipment has been dispatched for delivery, (in cases where shipment is NOT transferred to a city vehicle for delivery); or
    7. The shipment must be unloaded or partially unloaded for additional inspection or transfer. When unloading is partial, the charges in this Item will be applied ONLY to the weight of the freight handled.
  - D. The shipment may be subject to Storage Charges as outlined in Item 910.

*Updated 8-01-11*

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## Item 821 DIVERSION OF PREPAID MEXICAN-BOUND FREIGHT AT THE BORDER

For prepaid shipments originating within the USA and Canada for delivery in Mexico that are diverted at the US border, the following terms shall apply:

1. The shipment will be corrected to show the US city at the border as the final destination;
  2. The Shipper must file an overcharge claim to request a refund for the Mexico portion of the shipment;
  3. Charges outlined in Item 820, paragraph 3 herein will be applied.
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## Item 822 BLIND SHIPMENTS

For application of these provisions, a blind shipment is one in which the Shipper is not aware of the actual Consignee. Carrier will accept a corrected bill of lading from another party involved in the transaction changing the Consignee at the point of origin before the shipment leaves the original pickup terminal.

1. Requestor must complete and fax to Carrier a "Letter of Authority for Blind Shipments" and corrected bill of lading or letter of authority with desired change. Carrier will acknowledge receipt with a returned fax.
2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
3. A charge of \$33.00 will apply in addition to all other applicable charges.
4. Actual origin city, state, and ZIP code and ultimate destination city, state, and ZIP code will be shown on Carrier's bill.
5. Charges as found in the "Marking or Tagging Freight" Item will not apply on shipments subject to this Item.
6. Only requests prior to pickup will be considered for this service.
7. If the "Letter of Authority for Blind Shipments" form is not received by the Carrier prior to pickup, the request will be handled as a reconsignment subject to the provisions of the "Reconsignment, Diversion, Relinquishment" Item herein.

*Updated 8-01-11*

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## Item 825 RETURNED SHIPMENTS

1. Upon request of the Shipper, undelivered shipments to be returned will be subject to the rates and charges applicable from the new origin (the original destination of the outbound shipment).
2. Shipments moving under the provisions of this Item will be subject to all other provisions of this Rules Schedule.
3. An administrative fee of \$37.50 will apply to coordinate the return of a shipment except where the charges provided in Item 820 Section 3c apply.

*Updated 8-01-11*

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## Item 830 REDELIVERY

1. When a shipment is tendered for delivery and, through no fault of the Carrier, the shipment cannot be delivered; no further tenders will be made, except upon request.
2. If one or more additional tenders of the shipment are made at Consignee's place, a charge of \$8.25 per CWT, subject to a minimum charge of \$76.00 and a maximum charge of \$823.00 per shipment or per vehicle, if more than one vehicle is used in the transport of the shipment, will be made for each additional tender.
3. If, in lieu of redelivery at Consignee's place, Consignee elects to accept delivery of the shipment at Carrier's premises, a charge of \$3.90 per CWT, subject to a minimum charge of \$31.50 and a maximum charge of \$227.00 per shipment, will be assessed.
4. All charges accruing under the provisions of this Item must be paid, or guaranteed to the satisfaction of the Carrier, by the party requesting this service before the shipment is redelivered.
5. The shipment may be subject to Storage Charges as outlined in Item 910.

*Updated 8-01-11*

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**Item 849 DAMAGED GOODS – ALLOWABLE REPAIR LABOR RATES**

In the event of goods being damaged while in possession of Carrier and repair is required, claimant must provide Carrier with an itemized bill documenting the hourly labor. The rate for the hourly labor is defined as the base rate a company pays its employee with allowances made for overhead and other expenses necessary for the employee to be on a company's payroll.

Maximum Allowable Hourly Rate for Repair:

General; not otherwise named.....	\$35.00
Heating, Air Conditioning, and Refrigeration.....	\$40.00
Mechanic .....	\$45.00
Industrial Machinery .....	\$45.00
Fabricator .....	\$45.00
Electrical and Electronic Equipment .....	\$50.00
Household Appliance and Power Tools .....	\$50.00
Data Processing Equipment .....	\$55.00

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**Item 850 LOSS OR DAMAGE – CLAIM FILING**

1. All claims for loss or damage must be filed in accordance with the requirements set forth in NMF 100 series tariff Item 300100 through 300155 and within nine (9) months of the date of delivery, or in the case of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed. The period for bringing a civil action against Carrier will be two (2) years and one day from the date the Carrier gives a person written notice that the Carrier has disallowed any part of the claim specified in the notice. Claims must be filed in writing and state the amount of the claim, the date of the occurrence, the location of the loss being claimed, and the bill of lading number.
2. Carrier shall not be liable for any claims for loss or damage unless claims are filed in accordance with paragraph 1 of this item.
3. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by the Carrier.
4. The filing of a claim in accordance with this Item is a prerequisite to the filing of a lawsuit against the Carrier. The failure to file a claim in accordance with this Item shall constitute an estoppel of any right to the filing of the lawsuit and said right shall be deemed waived and subject to a dismissal with prejudice.

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**Item 860 OVERCHARGE – CLAIM FILING**

Overcharge and undercharge claims shall be filed in accordance with 49 CFR Part 378. Overcharges not filed in writing with Carrier within 180 days of receipt of invoice shall be deemed waived.

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**Item 885 SINGLE SHIPMENTS**

1. Single shipment charge applies to freight handled by Reddaway and Holland.
2. Single shipments of less than 500 pounds picked up at one time and site, unaccompanied by any other shipment of any description, from the same Consignor, will be subject to an additional charge of \$26.25 per shipment.

*Updated 8-01-11*

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### Item 887 SORTING, SEGREGATING, RECONSTRUCTING

1. When Carrier is required to sort or segregate a shipment, a charge of \$1.10 per piece or \$1.80 per CWT whichever is higher, subject to a minimum charge of \$77.00 per shipment, (each container, carton, package, pail, barrel, drum, etc. which is handled by Carrier's employee is considered a separate piece) will apply in addition to all other lawful charges.
2. All charges provided in this Item must be paid or guaranteed to the satisfaction of the Carrier before such service is performed and shipment released.
3. Nothing in this Item requires the Carrier to provide the service described herein, should Carrier be unable to provide employee(s) for such service.
4. When this service is required at grocery warehouses, the debtor, as shown on the original bill of lading, will be responsible for these charges.
5. Not applicable when provisions of "Detention With Power" apply.

*Updated 8-01-11*

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### Item 888 LUMPER SERVICES

1. When Carrier is required to utilize the services of a lumper at a grocery warehouse or similar consignee location, a charge of \$19.00 per pallet will apply, subject to a minimum of \$19.00 per shipment.
  2. Unpalletized shipments requiring lumper services will be charged \$1.00 per piece or \$1.75 per hundredweight, whichever is higher, subject to a minimum charge of \$77.00 per shipment.
  3. The debtor, as shown on the original bill of lading, will be responsible for these charges.
  4. This item is not applicable when provisions of "detention with power" apply.
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### Item 890 SPECIAL SERVICES

1. When a payer of freight or other lawful charges requires or requests, as a prerequisite to payment (except shipments moving on United States Government bills of lading):
  - A. The return of any part of the bill of lading set or copies thereof, other than one Shipper furnished copy, a charge of \$2.50 for each such document or copy will be made; or
  - B. More than one original freight bill and one duplicate thereof, exclusive of Consignee's memo copy, per shipment; or more than one original and one copy of the Carriers statement of transportation charges; or
  - C. The preparation by the Carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, a charge of \$0.25 cents per line of itemization, listing or description (or portion thereof), subject to a minimum charge of \$2.50 per page, per copy, will be made; or
  - D. Any forms or copies of forms, other than those described in Paragraphs 1) or 2) above, to be submitted with freight bills or statements of charges, a charge of \$2.50 for each such form or copy will be made; or
  - E. That information not shown on the shipping order at time of shipment be shown on freight bills or statements or charges, a charge of \$2.50 per shipment will be made; or
  - F. That proof of delivery be furnished in any form, a charge of \$2.50 for each such document or copy will be made.
2. When the Consignee requires delivery of the freight bill prior to delivery of a shipment, or when the Shipper requires pickup of the bill of lading prior to pickup of the shipment, a charge of \$53.75 for each delivery of freight bills or pick up of bills of lading will be made. The party requesting this delivery will pay these charges.
3. Quotations of estimated charges:
  - A. When Carrier has furnished, either orally or in writing, an estimate of freight charges, such estimate will be given on basis of effective published provisions as applies to those facts concerning shipments which are made known to Carrier.
  - B. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges that is not binding either on Carrier or Shipper.

- i All transportation charges for a shipment will be assessed on basis of published provisions legally in effect at time of shipment as applied to commodities shipped and transportation and related services performed in connection therewith.
- 4. Security check by Consignor: When, at the request of the Consignor, a loaded vehicle is required to be unloaded, audited, and reloaded, or is recalled back to the Consignor's loading dock for the purpose of unloading, auditing, and reloading of the shipment or shipments previously tendered the Carrier:
  - A. Driver shall not be required to assist in the unloading, auditing, or reloading of the Trailer except when necessary to account for the freight.
  - B. A charge per vehicle of \$31.00 per each fifteen minutes or fraction thereof (subject to a minimum charge of \$100), shall apply for this service. The time will begin when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the Carrier.
  - C. Charges will be assessed against the party requesting such service irrespective of whether linehaul charges are prepaid or collect.

Updated 8-01-11

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#### Item 900 STOPOFFS

- 1. Except as otherwise provided, TL shipments may be stopped in transit to complete loading or to partially unload at a charge of \$124.50 per stop, subject to the following rules and regulations:
  - A. Charges will be based on the method among the three listed below that produces the highest total charges:
    - 1. Weight of the entire shipment from origin to stop-in-transit point; or
    - 2. Stop-in-transit point to final destination; or
    - 3. Origin to final destination.
  - B. Shipments, which are stopped in transit under the provisions of this Item, must be prepaid.
  - C. This Item will NOT apply in connection with COD Shipments.
  - D. Split Pickups and Split Deliveries will be considered Stops-in-Transit for the application of this Item.
  - E. Subject to not more than 3 stops per shipment.
  - F. Each stop must be a direct point of service via Carrier.
  - G. Charges are subject to the provisions of Detention.

Updated 8-01-11

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#### Item 910 STORAGE

- 1. Storage shall commence and Carrier shall charge for storage of a shipment under the following circumstances:
  - A. If the Consignee refuses shipment tendered for delivery by Carrier;
  - B. If the Carrier is unable to deliver the shipment because of the act, omission, fault or mistake of the Consignor or Consignee.
  - C. If the Consignee or Consignor requests that Carrier store a shipment.
  - D. If the shipment must be held for Customs clearance or inspection.
- 2. Storage charges shall start no sooner than the next Business Day following attempted delivery or notification unless Consignor or Consignee has requested, prior to delivery, that Carrier handle or store a shipment in which case, the storage charges shall start immediately upon Carrier taking possession of the shipment;
- 3. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage.
- 4. The Carrier may place shipment in public storage at the Shipper's expense and without liability to Carrier.
- 5. Within forty eight (48) hours of notice to the Consignee/Consignor that a shipment must be removed from Carrier's facility, the Carrier may place shipment in a public warehouse at Consignee's/Consignor's or other transportation provider's sole expense and liability if they fail to remove the shipment within that period of time.
- 6. The following charges shall be applied to any shipment for which storage is provided:
  - A. When freight is held or stored by Carrier:
    - 1. \$2.65 per CWT per each 24 hours, subject to the following minimum and maximum charges:
      - A. Minimum charge, LTL. \$25.00 per shipment per each 24 hours, but not less than \$56.75 per shipment.
      - B. Minimum charge, TL, Volume, Exclusive Use or Capacity Load. \$153.00 per shipment.
      - C. Maximum charge, LTL and/or TL, or per Trailer if more than one Trailer is used:
        - 1. \$130.00 per shipment per each 24 hours or fraction thereof for the first 48 hours of storage.

2. \$254.00 per shipment per each 24 hours or fraction thereof of storage beyond 48 hours of storage.
- B. When freight is stored in a public warehouse:
  1. \$2.65 per CWT per each 24 hours, subject to the following minimum and maximum charges:
    - A. Minimum charge, LTL and/or TL \$56.75 per shipment per each 24 hours or fraction thereof.
    - B. Maximum charge, LTL and/or TL, or per Trailer if more than one trailer is used, \$883.00 per shipment per each 24 hours or fraction thereof.
  7. Storage charges on freight awaiting linehaul transportation will begin at 7:00AM the day after the Carrier receives freight.
  8. Storage charges on undelivered freight will begin at 7:00 AM the first Business Day after notice of arrival has been given.
  10. Storage charges will be charged for each succeeding calendar day, including Saturday and Sunday, except no charges under this Item will be made when actual tender of delivery is made within 24 hours after notice of arrival has been given.
  11. Storage charges on cargo within the Republic of Mexico are covered in Item 485.
  12. Whenever the Carrier provides storage for a shipment in accordance with this Item, the Carrier's liability shall then become that of a warehouseman at the commencement of storage as provided in this Item, and Carrier's liability shall not exceed \$.50 per pound per package.

*Updated 8-01-11*

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#### **Item 930 SUBSTITUTED SERVICE**

Carrier may, at its option, substitute other linehaul services for their actual services.

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#### **Item 959 FREIGHT (LADING) TRANSFER**

1. When, through no fault of Carrier, pickup or delivery is made with equipment other than Carrier's Equipment, and the Carrier must transfer the lading prior to movement, there will be a charge of \$3.20 per CWT., subject to a minimum charge of \$492.00.
2. When shipments cannot be picked up using Carrier's Equipment, the Consignor will be responsible for the charges.
3. When shipments cannot be delivered using Carrier's Equipment, the Consignee will be responsible for the charges unless the Bill of Lading is specifically endorsed to show prepayment of the charges.

*Updated 8-01-11*

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#### **Item 985 VEHICLE FURNISHED BUT NOT USED**

1. When Carrier, upon receipt of a request to pick up a truckload or volume shipment, or to furnish a vehicle for the expedited service, or for exclusive use of a Consignor, has dispatched a vehicle for such purpose and, due to no disability, fault, or negligence on the part of the Carrier, vehicle is not used, charges will be assessed against the Consignor making such request. Accrual of these charges will terminate when Carrier is notified that vehicle will not be used.
2. Charges are \$283.00 per unit of equipment per day or fraction thereof.

*Updated 8-01-11*

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#### **Item 986 DRY RUN (Driver Dispatched – No Freight Tendered)**

In the event that a pickup request has been communicated to Carrier, Carrier dispatches a driver for pickup, and, through no fault of Carrier, the shipment is not tendered to Carrier, a \$98.00 charge will apply. This charge will not apply to check stops or equipment drops en route.

This charge will be assessed against the party requesting the pickup.

*Updated 6-21-11*

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### Item 990 WEIGHT VERIFICATION

1. When the Carrier is requested by Consignor/Consignee to provide a certified scale weight for any shipment while the shipment is in carriers custody and scales are available the following Weight Verification charges will apply:
  - A. Use of Carriers scale: \$23.25
  - B. Use of certified public scale: Cost (if any) plus \$23.25

*Updated 8-01-11*

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### Item 992 WEIGHT CORRECTION

1. The Carrier or Carrier's agent shall have the right to take any action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
  - A. Verification of gross shipment weights (a shipping carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight),
  - B. Collection of other sufficient evidence necessary to verify whether or not the weight of a shipment is correctly declared.
2. When the information is found to be incorrect, the bill of lading and carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights except, when the Shipper palletizes mixed commodities, the corrected weight will be charged at the highest rated commodity in the shipment.
3. When the weighing of a shipment results in a change to the freight charges of at least \$15.00, an additional charge of \$23.25 will apply.

*Updated 8-01-11*

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### Item 993 DESCRIPTION CORRECTION

1. The Carrier or Carrier's agent shall have the right to take any action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
  - A. Inspection of packages,
  - B. Verification of gross shipment weights (a shipping carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight),
  - C. Verification of actual or declared density,
  - D. Collection of other sufficient evidence necessary to verify whether or not the shipment is correctly described.
2. When the information is found to be incorrect, the carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights.
3. Density will be determined by the cube utilized as defined by the methods contained in this Rules Tariff (Item 110) and the weight shown on the Shipper's bill of lading, unless the Carrier determined the weight on the bill of lading to be in error, or the Shipper provides documentation that the weight was in error.
4. When the inspection of a shipment results in a change to the freight charges of at least \$15.00, an additional charge of \$23.25 will apply.

*Updated 8-01-11*

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**THE END – Thank you for using Holland and Reddaway services!**