

TABLE OF CONTENTS

Subject	Item	Starting Page
Abbreviations and Reference Marks	500000	70
Advancing or Paying Charges	300	12
After Hours Pick Up of Delivery Service	751	42
Application of Rates	175,180	8, 8
Application of Rates for Discount Alternation	181	10
Application of Schedule	150	8
Arrival Notice and Undelivered Freight	345	12
Assembling or Distributing Freight	350	13
Beyond Charges to Alaska	2200	64
Beyond Service Arbitrary Charges	200	11
Bills of Lading	360	13
Bill of Lading – Corrected	360-01	13
Bill of Lading – Conflicting Terms & Conditions	360-02	14
Bill of Lading – Freight Bills and Statements of Charges	360-04	14
Bill of Lading – Order Notify	360-05	14
Capacity Loads	390	14
Canadian Claim Liability	2100	64
Canadian Border Security Fee	2210	69
Charges at Ports or Warehouses	579	29
Claims – Filing Time Limits	2000	63
Collection of Charges – Third Party Billing	435	19
Collect on Delivery (COD) Shipments	430	16
Container Return Charges	551	27
Customs	480	20
Customs	480-10	20
Customs	480-20	22
Deduction From Freight Charges	485	22
Definition of Terms	110	4
Demurrage	488	22
Detention – Tractor with Trailer	500	23
Detention – Vehicles without Power Units	501	24
End of Month or Incentive Discounts	1035	63
Equipment	520	25
Excess Liability Limitation & Charges	780	46
Exempt Commodities and NMFC Commodities Listed as Not Taken	1010	60
Export and Import Shipments, Air Freight	552	27
Export, Import, Coastwise or Intercoastal Freight	550, 551	26, 27
Exclusive Use of Vehicle	470	19
Extra Labor	560	28
Fuel Related Increases	120, 1030	6, 62
Garment Area	750-01	41
Guaranteed Service	1020-1, 1020-2	61, 61
Hazardous Materials – Special Provisions and Charges	540	25
Helper Charges	560	28
High Cost Delivery Fee	1040	63
Hydraulic Lift Gate Service	520-10	25
Import/Export Shipments	1000	59
Impracticable Operations	570	29
In Bond Freight	480	20
In Bond Freight – Canadian	480-10	20

Inside Pickup or Delivery	566	28
Loading and Unloading at Piers or Wharves	579-01	30
Loading By Consignor-Unloading by Consignee	578	29
Marking or Tagging Freight	580	31
Marking or Tagging Freight – Labeling Charges	580-01	32
Maximum Charge	600	32
Mine Pick Up or Delivery Service	752	42
Mixed Shipments	644	33
Mixed Shipments – LTL	640	32
Mixed Shipment – TL	645	33
Notification Prior to Delivery	647	34
Outbound Collect Discounts	1045	63
Packing or Packaging	680, 681	35, 35
Pallet Return	684	35
Pallets, Not Furnished	686	35
Payment of Charges – Maximum Credit Period	720	36
Payment of Charges – Delinquent	720-10	36
Payment of Charges – International Shipments	725	36
Permits	740	37
Pick-Up or Delivery Service	750	38
Pickup and Delivery Charge, Big Bend, TX Area	2215	69
Pier Charges	579, 579-01	29, 30
Precedence of Rates	763	43
Prepayment – Exception to Item 770	771, 772	45, 45
Prepayment or Guarantee of Charges	770	44
Private Residence Pick Up or Delivery Service	753	42
Prohibited or Restricted Articles	780	46
Proof of Delivery	784	49
Protective Service	810	49
Quotations of Estimated Charges	890-12	54
Rate and Discount Publication Information	190	11
Reconsignment or Diversion	820	49
Redelivery	830	51
Released Value	848-10	52
Released Value – Air Freight	848-30	53
Released Value - Trade Shows	848-20	53
Saturday, Sunday or Holiday Pick Up or Delivery Service	754	43
Sealing of Trucks	880	53
Security Inspection	1015	60
Signature Security Service	890-05	54
Single Shipment Charge	885	54
Sort & Segregate Charges	750	38
Special Service	890	54
Stopoffs	900	55
Storage	910	56
Storage – Canadian	910-06	57
Terminal Area	115	5
Tolls	957	57
Transfer of Lading	959	58
Truckload Minimum Weight	997	59
Unnamed Points	980	58
Used Equipment or Parts Maximum Liability	848	52
Vehicles Furnished But Not Used	985	58
Weights - Gross and Dunnage	995	59

ITEM 110

DEFINITION OF TERMS

1. **DIRECT SERVICE AND SERVED DIRECT**, as used in this schedule or in schedules subject hereto means transportation service performed by a carrier with its facilities and vehicles or those of its agent.
 2. **LOCAL HAUL**, as used in this schedule or in schedules subject hereto, means the transportation of shipment by one motor carrier under a local rate, whether pick up service at a point or origin or delivery service at destination is performed by such carrier or for its account by another carrier.
 3. **JOINT HAUL**, as used in this schedule or in schedules subject hereto, means the transportation of a shipment jointly by two or more motor carriers under a through rate, not including carriers performing only pick up service at point of origin or delivery service at destination for account of a carrier in connection with which such through rate applies. Where a rate or other provision is restricted to or against "Joint Hauls" via an individual carrier, the term means joint through hauls via that carrier and a connecting carrier.
 4. **NATIONAL MOTOR FREIGHT CLASSIFICATION**, as used in this schedule means National Motor Freight Classification NMF 100 Series, National Motor Freight Traffic Association, Inc., Agent.
 5. **TRUCKLOAD**:
 - (a) - **ON CLASS RATED** articles, Discount expressed as a percentage of class rate charges and Column Commodity Rates expressed as a percentage of Class rates, the term "TRUCKLOAD" shall mean any shipment billed at:
 1. 20,000 pounds or more on articles rated class 125 or lower.
 2. 10,000 pounds or more on articles rated class 150 or higher.
 - (b) **ON COMMODITY RATED** shipments, the term "truckload" shall mean any shipment billed at truckload commodity rates. In the case of commodity rates which apply "Any Quantity" or which are the same on all shipments weighing each 5,000 pounds or more, a shipment weighing 20,000 pounds or more shall be deemed a truckload for the purpose of applying rules and accessorial charges (not transportation charges) governing truckload shipments.
 6. **CARRIER'S TERMINAL**. Where rates are published from or to carrier's terminal, the term "carrier's terminal" refers to the terminal of the carrier which performs the transportation under such rates, (unless otherwise provided in rate items or rate applications).
 7. **RATE BASIS NUMBERS** and **RATE SCALE NUMBERS** are synonymous and interchangeable terms.
 8. **MIXED SHIPMENT**. The term "mixed shipment(s)" as used in the application of commodity rates or exceptions classes restricted to "mixed shipment" or "mixed shipments" means a single shipment consisting of separately described commodities in separate items of the NMFC. Each individual shipment must consist of such separately described commodities when commodity rates or exceptions classes are restricted to apply only in "mixed shipment" or "mixed shipments".
 9. **LESS THAN TRUCKLOAD (LTL) Rates or Classes** are those applicable to a quantity of freight less than the truckload minimum weight specified for the same article.
 10. The terms "**BUSINESS DAY**" or "**BUSINESS HOURS**" means that time during which operations are generally conducted by the carrier where the service is performed. These terms do not include Saturdays, Sundays or Holidays.
 11. The term "**HOLIDAYS**" means:
New Years Day, Labor Day, Christmas Day, Independence Day, Thanksgiving Day or any other day generally observed as a holiday by the carrier at the point at which the service is performed.
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ITEM 115

TERMINAL AREA

The terminal area of each municipality shall consist of the following:

- a) The municipality itself, hereinafter called the base municipality.
- b) All municipalities contiguous to the base municipality.
- c) All other municipalities and all unincorporated areas which are adjacent to the base municipality as follows:
 - 1) When the base municipality has a population less than 2,500 all unincorporated areas within two miles of its corporate limits and all of any other municipality any part of which is within two miles of the corporate limits of the base municipality.
 - 2) When the base municipality has a population of 2,500 but less than 25,000, all unincorporated areas within 3 miles of its corporate limits and all of any other municipality any part of which is within 3 miles of the corporate limits of the base municipality.
 - 3) When the base municipality has a population of 25,000 but less than 100,000, all unincorporated areas within 4 miles of its corporate limits and all of any other municipality any part of which is within 4 miles of the corporate limits of the base municipality, and
 - 4) When the base municipality has a population of 100,000 or more, all unincorporated areas within 5 miles of its corporate limits and all of any other municipality any part of which is within 5 miles of the corporate limits of the base municipality, and
- d) All municipalities wholly surrounded or so surrounded except for a water boundary, by the base municipality, by any municipality contiguous thereto, or by any municipality adjacent thereto which is included in the terminal area of such base municipality under the provisions of Paragraph C above.

Definitions:

For the purpose of this item the following terms are defined:

- a) "Municipality" means any city, town, village, or borough which has been created by special legislative act or which has been, otherwise, individually incorporated or chartered pursuant to general State laws, or which is recognized as such, under the Constitution or by the laws of the state in which located, and which has a local government. It does not include a town of the township or New England type.
- b) "Contiguous municipalities" means municipalities, as defined in Paragraph (a) above, which have at some point a common municipal or corporate boundary.
- c) "Unincorporated area" means any area not within the corporate or municipal boundaries of any municipality as defined in Paragraph (a) above.

Controlling Distances and Population Data:

- d) Airline distances or mileage about corporate limits of municipalities shall be used.
 - e) The population of any municipality shall be deemed to be the highest figure shown for the municipality in any decennial census since (and including) the 1940 decennial census.
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ITEM 120

FUEL RELATED INCREASES

Except as otherwise provided all rates, charges and arbitraries for line haul transportation governed by the provisions shown herein shall be subject to the following fuel related increase(s) (Notes A, B).

Section 1. General Provisions:

- A. The application of this increase is as follows: calculate the applicable gross line haul charge including all increases and/or arbitraries which apply thereto, then apply the increase shown in Section 2 to that total. This fuel related increase will be shown as a separate line item on the freight bill and will NOT be subject to discount, allowances or discounting.
- B. When a conflict exists between shipper, consignee and/or third party where different fuel increases or exemptions may apply, the agreement established with the debtor of the freight charges shall prevail.
- C. When a joint line haul of two or more carriers exists, the carrier collecting the freight charges shall receive the entire fuel related increase.

Section 2. Fuel Related Increases

Listed below are table(s) with increase percentage(s), effective date(s) and termination date(s). Only one table may be effective at one time. Once a table is terminated another may be added in a successive supplement. Exceptions to these table(s) will be shown under separate cover with reference specifically to the table where the exceptions applies. Any exception shown under separate cover shall be terminated along with the corresponding table(s) since one has a direct relationship to the other.

Any shipment governed by this publication shall be subject to the increase(s) in the tables listed below.

Table A

	<u>Percent Increase</u>	<u>Effective Date</u>	<u>Termination Date</u>
Fuel related increase	1.3%	8/16/99	11/15/99
Fuel related increase	1.8%	11/16/99	01/25/00
Fuel related increase	2.3%	01/26/00	02/16/03
Fuel related increase	2.9%	02/17/03	04/24/05
Fuel related increase	3.6%	04/25/05	08/21/05
Fuel related increase	4.1%	08/22/05	02/27/06
Fuel related increase	4.6%	02/28/06	03/19/06
Fuel related increase	5.1%	03/20/06	04/17/06
Fuel related increase	5.6%	04/18/06	05/01/06
Fuel related increase	6.1%	05/02/06	10/17/07
Fuel related increase	6.9%	10/18/07	04/20/08
Fuel related increase	7.4%	04/21/08	05/04/08
Fuel related increase	7.9%	05/05/08	06/01/08
Fuel related increase	8.4%	06/02/08	06/15/08
Fuel related increase	9.4%	06/16/08	09/07/08
Fuel related increase	8.9%	09/08/08	10/12/08
Fuel related increase	8.4%	10/13/08	10/26/08
Fuel related increase	7.9%	10/27/08	11/03/08
Fuel related increase	7.4%	11/04/08	11/10/08
Fuel related increase	6.9%	11/11/08	11/24/08
Fuel related increase	6.4%	11/25/08	12/15/08
Fuel related increase	5.9%	12/16/08	

Note A: The term "Line Haul Transportation" referred to herein applies to all charges other than accessorial charges.

Note B: 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.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 150

APPLICATION OF SCHEDULE

1. The ratings and items provided for herein take precedence over conflicting ratings and rules of the National Motor Freight Classification and any other schedules or contract terms or conditions that may appear on the subject shipments tendering document.
2. Exception classes subject to specified minimum weights shall remove the application of the classification class when such minimum weight requirement is met or charged for and shall not remove the application of the classification class for lesser weight shipments.

ITEM 175

APPLICATION OF RATES - Rates or Arbitraries on Classes not Provided for

Rates or arbitraries on classes not provided for shall be the same as that published on the next higher class for which a rate or arbitrary is published.

EXAMPLE: On a shipment of an article subject to Class 77, the Class 77 ½ rate will apply.

ITEM 180

APPLICATION OF RATES - Discounts, Commodity Rates & Exception Ratings

1. Discounts, Commodity Rates and Exception Ratings will have no application on Minimum Charge, Less than Truckload and Truckload shipments consigned to or originating at the following locations:
 - Grand Union, Mt. Kisco, NY.
 - Wakefern in Middletown, NY and South Brunswick, NJ.
 - Wakefern Food Corp., Elizabeth, NJ.
2. Only one allowance, commodity rate or discount may be applicable per shipment. In the event of a conflict the allowance, commodity rate or discount applicable to the party responsible for the freight charges (or his agent) will be applicable.
3. Discounts will not apply on deliveries to Metro North Commuter Train Lines in New York City, New York.
4. Unless otherwise indicated in writing by a New Penn representative, when discount provisions exist at both the origin and destination, the discount precedence will be as follows:
 - a. When a shipment is moving prepaid and no third party "bill to" is applicable, the discount agreement established for the shipper (origin) will apply.
 - b. When a shipment is moving collect and no third party "bill to" is applicable and no established discount agreement exists for the consignee (destination), if applicable to collect shipments, the shippers (origin) discount agreement will apply.
 - c. When a shipment is moving collect and no third party "bill to" is applicable and an established discount agreement exists for the consignee, the discount agreement established for the consignee (destination) will apply.
 - d. When a shipment is moving prepaid and a third party "bill to" is applicable and an established discount agreement exists for the third party payer, the applicable discount

For explanation of abbreviations, reference marks and symbols, see Item 500000.

shall be the established agreement for the third party payer.

e. When a shipment is moving prepaid and a third party "bill to" is applicable and no established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the shipper (origin).

f. When a shipment is moving prepaid and a third party "bill to" is applicable and no established discount agreement exists for the third party payer or the shipper (origin), then no discount is applicable to this movement.

g. When a shipment is moving collect and a third party "bill to" is applicable and an established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the third party payer.

h. When a shipment is moving collect and a third party "bill to" is applicable and no established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the consignee (destination).

i. When a shipment is moving collect and a third party "bill to" is applicable and no established discount agreement exists for the third party payer or the consignee (destination), then if applicable to collect shipments, the shippers (origin) discount agreement will apply.

ITEM 181

**APPLICATION OF RATES FOR DISCOUNT ALTERNATION
(Applicable only when specific reference is made hereto)**

When specific reference is made to all or part of this item in writing by a New Penn representative and discount agreements conflict at origin, destination and/or third party payer, the discount precedence will be as follows:

- a) When a shipment is moving collect and no third party "bill to" is applicable and an established discount agreement exists for the consignee, the discount agreement for the shipper (origin) and the consignee (destination) will alternate, the lowest net charge will prevail.
- b) When a shipment is moving prepaid and a third party "bill to" is applicable and an established discount agreement exists for the third party payer, the discount agreement for the shipper (origin) and the third party payer will alternate, the lowest net charge will prevail.
- c) When a shipment is moving collect and a third party "bill to" is applicable and an established discount agreement exists for the third party payer, the discount for the consignee (destination) and third party payer will alternate, the lowest net charge will prevail.

ITEM 190

RATE AND DISCOUNT PUBLICATION INFORMATION

All requests for copies of the applicable Rate Schedules and/or Discount Publications must be made by the party whose rates, discounts, etc. are shown on the freight bill. In no case will copies of Rates, and/or Discount Publications be sent to parties other than the party whose pricing is shown on the freight bill, except when a written release from that party accompanies the request.

Requests for rate diskettes, magnetic tapes and/or rate sheets shall be made along with information that enables the carrier to accurately send the applicable rate media.

NPME 100 series Special Services Schedule are available upon request. To secure a copy, follow the procedures outlined below.

Procedures

1. All requests for information shall be made to the Director of Traffic for New Penn Motor Express.
2. All written requests will be logged with the name of the customer, name of requester, account number, NPME sales representative, date of receipt, specific information requested and date processed.
3. All written requests will be returned within five business days to the requester of the information, unless the written request is incomplete in which case the request will be returned along with an explanation of the additional information required to process the request.

ITEM 200

BEYOND SERVICE ARBITRARY CHARGES

When shipments are consigned from or destined to the areas outlined below and other cities more specifically listed in items 2100 through 2915 of New Penn NPME 572 series, the arbitrary charges associated with these zip codes and cities also shown in items 2100 through 2915 of NPME 572 series shall be assessed. These additives/arbitraries are assessed in addition to any other applicable line haul or accessorial charges regardless of the applicable schedule from which the line haul charges are derived. These charges will be shown as a separate line item on the freight bill and will not be subject to on bill discounts, volume incentive discounts or loading allowances.

Florida Keys Zip codes 33001, 33036-37, 33040-45, 33050-52, 33070.

Nantucket and Martha's Vineyard, Massachusetts zip codes 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584.

North Carolina zip codes 27915-17, 27920, 27923, 27927, 27929, 27936, 27939, 27941, 27943, 27947-50, 27954, 27956, 27959, 27964-66, 27968, 27972, 27981-82, 28511, 28520, 28524, 28528, 28531, 28553, 28577, 28579, 28581, 28587, 28589

South Carolina zip codes 29925-26, 29928, 29938.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 300

ADVANCING OR PAYING CHARGES
(Exception to NMFC Item 300)

1. Unless otherwise instructed by shipper or consignee, the carrier may advance or pay charges which are incidental to the transportation of the shipment. These advanced charges are to be collected in addition to the applicable transportation charges.
2. The charges assessed by the carrier for advancing or paying monies outlined above shall be **\$5.00** per \$100.00 dollars advanced or fraction thereof subject to a minimum charge of **\$25.00**.

ITEM 345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT - Refused or Unclaimed Shipments

Refused or unclaimed shipments will be subject to the following provisions:

SEC. 1: CHARGES:

Upon notice to carrier that the consignee will not accept a shipment, the carrier will hold the shipment in its vehicle, or, at carrier's option, unload it in its terminal at, or nearest to destination and carrier's liability immediately reverts to that of warehouseman. See Item 830 herein for charges to be assessed for redelivery in addition to any accrued storage charges under the Item 910 Series, and other lawful charges.

SEC. 2: REDELIVERY:

If a shipment is refused (Note A) upon tender of delivery (except at carrier's terminal) or if prior to notice of refusal by consignee as provided for in SEC. 1, shipment has been dispatched from carrier's terminal and routed for final delivery to consignee, any subsequent delivery from the same terminal will be subject to redelivery provisions under the Item 830 Series (REDELIVERY) in addition to the charges provided for in SEC. 1.

SEC. 3: TERMINAL DELIVERY:

In the case of a shipment consigned for terminal delivery (Note B), it shall be treated as "refused" under SEC.1, if not called for within 2 days after date of arrival, subject to storage charges under the Item 910.

SEC. 4: NOTICE TO CONSIGNOR:

Where a shipment is refused or unclaimed under this item, the carrier shall promptly attempt to provide notice by telephonic or electronic communication provided in section 4 (a) of the Uniform Bill of Lading Contract. See item 360 NMF 100 series.

SEC. 5: RETURNED OR REFORWARDING:

If a shipment is refused and final disposition thereof is made by returning it to the consignor at original shipping point as shown in Bill of Lading, lawful rates and charges for the return will be assessed in addition to any lawfully accrued charges. If a shipment is forwarded to another consignee or destination, the reconsignment or diversion provisions in the Item 820 of this schedule will apply.

SEC. 6 BILLS OF LADING:

Nothing in this item shall be construed as a waiver or nullification of the conditions of the Uniform Bill of Lading with respect to the disposition of perishable or non-perishable freight.

SEC. 7 UNDELIVERED FREIGHT:

If freight can not be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee or if freight can not be transported because of an error or omission on the part of the consignor, the shipment will be subject to applicable storage or detention charges and carrier's liability immediately reverts to that of a warehouseman.

NOTE A: When the consignee cannot be located, or for any other reason beyond the control of the carrier, a shipment cannot be delivered at the address given in the Bill of Lading, for the purpose of this item, a shipment shall be deemed "refused".

NOTE B: Shipments will be accepted for delivery at carrier's terminal only where terminal facilities for such delivery are available and adequate.

ITEM 350**ASSEMBLING OR DISTRIBUTING FREIGHT**

When, upon request of shipper or consignee, freight in LTL quantities is received for distribution to two or more consignees, the following charges will be assessed, in addition to all other lawfully applicable rates and charges, for the service of unloading the freight and sorting and checking it for distribution.

Charges: **\$1.76** per 100 pounds

ITEM 360**BILLS OF LADING**

All pricing agreements, pricing proposals or quotations offered by NPME are conditional on the use of the Uniform Straight Bill of Lading prescribed in the National Motor Freight Classification 100 Series (NMFC).

New Penn Motor Express certifies we are a participating carrier in the NMFC.

Copies of the NMFC prescribed bills of lading are available from NPME on request and without charge. Under Item 362 of the NMFC, the prescribed terms of those bills of lading may be varied only by a written agreement, separate for the bill of lading, and signed by the Director of Traffic for NPME.

The signature of a NPME driver on a bill of lading will not be construed as authority to change the bill of lading terms and conditions as prescribed by the NMFC.

ITEM 360-01**BILLS OF LADING - Corrected**

Corrected Bills of Lading to change the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered.

A corrected Bill of Lading to change the original transportation contract from PREPAID TO COLLECT will NOT be accepted if SECTION 7 (non-recourse clause) of the corrected Bill of Lading has been signed by the consignor.

All shipments accepted by NPME are subject to the Uniform Bill of Lading as defined by the NMFC 100 Series.

ITEM 360-02

BILLS OF LADING - Conflicting Terms & Conditions

All rates, terms and conditions of transportation are subject to the rules of this schedule and by bills of lading of the NMFC. The only exception occurs when there is a written agreement, separate from the bill of lading, signed by an authorized representative of this company and the customer. For these purposes, a driver of this company is not an authorized representative and cannot negotiate rates or terms of service on behalf of the company.

If a customer uses a bill of lading other than the uniform bill of lading as shown in the NMFC, the driver's signature only acknowledges the condition and receipt of the freight. It is not a contract for the carriage of freight.

ITEM 360-04

BILLS OF LADING - Freight Bills and Statements of Charges

When validation of a Freight Bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the Freight Bill at time of delivery thus requiring the carrier to resubmit the Freight Bill for validation, a charge of **\$11.90** will be assessed for that service (Note A).

NOTE A: Not applicable on shipments moving on U.S. Government Bills of Lading.

ITEM 360-05

BILLS OF LADING - Order Notify
Order Bills
(Exception to Sec. 1 of NMFC Item 360)

The provisions of Sec. 1 of NMFC Item 360 will apply except:

Carrier will not accept direct from shippers or from a connecting carrier, shipments moving on Order - Notify Bills of Lading. If the carrier inadvertently accepts a shipment on an order notify bill of lading, the order notify shall be considered null and void and the terms and conditions shall revert to those of the Uniform Bill of Lading shown in NMF 100 item 360.

ITEM 390

CAPACITY LOADS

SECTION 1 - GENERAL APPLICATION:

- a. This item applies only when a single shipment is loaded to the full capacity of a single vehicle or exceeds the capacity of a single vehicle.
- b. The carrier shall endeavor to furnish the largest available vehicle(s) as defined in Section 3 of this item. The shipper shall have the right to refuse the vehicle(s) offered, but once the loading has begun, the provisions of this item will apply.
- c. The provisions of this SECTION will NOT apply on shipments subject to the provisions of Item 470.

SECTION 2 - CHARGES:

- a. The minimum charge for each fully loaded standard trailer shall be computed on the basis of the applicable truckload rate and truckload minimum weight. When two or more truckload minimum weights are provided for the same article, the lowest of such truckload minimum weights and the truckload rate applicable thereto will apply for that article. In the case of mixed shipments of differently rated articles, apply the provisions of Item 645 (MIXED TRUCKLOAD SHIPMENTS).
- b. The minimum charge for each fully loaded doubles trailer shall be 65% of the minimum

For explanation of abbreviations, reference marks and symbols, see Item 500000.

charge provided above for fully loaded standard trailers.

- c. The above provisions serve only as minimum charges and do not apply when the applicable truckload rate applied to the actual weight in each fully loaded vehicle produces a higher charge.
- d. Each vehicle, except the one carrying the excess or overflow, must be fully loaded.
- e. Each vehicle, including the one carrying the overflow, shall be rated as a separate shipment.

SECTION 3 - DEFINITIONS OF TERMS AS USED IN THIS ITEM:

FULL CAPACITY or FULLY LOADED shall mean:

- 1) That quantity of freight which, in the manner loaded so fills the vehicle used that no additional article in the shipping form so tendered, identical in size to the largest article in the shipment, can be loaded in or on the vehicle; or
- 2) The maximum quantity of freight that can be legally loaded in or on the vehicle used because of the weight or size limitations of state or regulatory bodies; or

TRUCKLOAD and TRUCKLOAD MINIMUM WEIGHT are as defined in Items 110 and 997 of this schedule.

VEHICLE shall mean either a standard trailer or a doubles trailer as defined below:

STANDARD TRAILER shall mean a trailer 35 feet or more in outside length.

ITEM 430

COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided herein or in schedules subject hereto, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SEC. 1. Shipments must be tendered on Bill of Lading forms as shown in NMF 100 series Item 360. The letters "COD" must be stamped, typed or written on all such Bills of Lading and Shipping Orders immediately before the name of consignee; OR, "COD" in red letters at least three quarters (3/4) of an inch in height must be stamped or printed across the face of the Bills of Lading and Shipping Orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name, street and post office address of consignor and consignee must be shown on Bill of Lading and Shipping Order. On Straight Bills of Lading – Short Form there must be shown in the space provided for this purpose the following information:

COLLECT ON DELIVERY AMOUNT:\$ _____ -	C.O.D. FEE: Prepaid [] Collect []	REMIT C.O.D. CHECK TO: Name: _____ Street: _____ Origin – City, State: _____ Zip: _____
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SEC. 2. Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee.

SEC. 3. COD packages will not be accepted on the same Bill of Lading with packages other than COD and only packages covered by one COD bill may be tendered on one Bill of Lading.

SEC. 4. COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

SEC. 5. COD shipments will not be accepted for transportation, subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, the consignee refuses COD payment, carriers are responsible for the disposition of the shipment only in accordance with the Bill of Lading contract. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SEC. 6. Only the following forms of payment will be accepted in payment of COD amounts (note 1): (1) cash, up to a maximum of \$250.00; (2) bank cashier's check; (3) bank certified check; (4) money order or (5) personal check of the consignee when so authorized or by endorsement on the Bill of Lading and Shipping Order by the consignor. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.

Note 1: All checks (including cashiers, certified, business and personal) and money orders tendered for payment of COD shipments will be accepted by New Penn at the shipper's risk including, but not limited to, the risk of non payment, fraud and forgery; and that New Penn shall not be liable upon any such instrument.

SEC 7. When the bill of lading is not clearly marked in the appropriate space provided on the bill of lading, the charge for collecting and remitting the amount for COD shipments will be collected from the party to whom the freight charges are assessed. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

SEC 7A. Except as otherwise provided, on COD shipments where the COD fee is collect, a service charge of **\$26.32** per shipment will be assessed in addition to all other rates and charges, including charges shown in section 9 of this item.

SEC. 8. (a) Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved by interline service the delivering carrier shall remit COD collection promptly to the originating carrier for disbursement to the consignor.

(b) The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:

- (1) Number and date of freight bill
- (2) Name and address of shipper or other person designated as payee,
- (3) Name and address of consignee,
- (4) Date shipment delivered,
- (5) Amount of COD,
- (6) Date collected by delivering carrier,
- (7) Date remitted to payee,
- (8) Check number or other identification of remittance to payee.

SEC. 9. The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be as follows:

WHEN THE AMOUNT COLLECTED IS:	THE COD FEE WILL BE:
Not Over \$350.00	\$13.70
\$350.01 to \$400.00	\$14.62
\$400.01 to \$450.00	\$16.05
\$450.01 to \$500.00	\$17.37
\$500.01 to \$550.00	\$18.71
\$550.01 to \$600.00	\$20.14
\$600.01 to \$650.00	\$21.50
\$650.01 to \$700.00	\$22.85
\$700.01 to \$750.00	\$24.25
\$750.01 to \$800.00	\$25.59
\$800.01 to \$850.00	\$26.98
\$850.01 to \$900.00	\$28.40
\$900.01 to \$950.00	\$29.76
\$950.01 to \$1,000.00	\$31.13 (Note)

NOTE: Charges for amounts in excess of \$1,000.00 should be computed at 3.113% of the total COD amount to be collected.

SEC. 10. COD shipments of explosives designated as "Class A and dangerous explosives" or Class B less dangerous explosives" referred to in the Hazardous Materials Schedule ATA 111 Series, American Trucking Associations, Inc. Agent will not be accepted.

SEC. 11. (a) Carrier will, upon written request from the consignor, change the status of COD shipment (except as prohibited by SEC. 1) by increasing, reducing or canceling the amount of the COD, subject to the following provisions:

- (1) The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment.
- (2) A charge of **\$35.70** per shipment will be made for increasing, reducing or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing.

- (b) Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of **\$16.81** per shipment. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in schedules subject hereto, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

SEC. 12. The carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:

- a) When the shipper fails to mark the Bill of Lading, Shipping Order and Packages in compliance with SECTIONS 1 and 2 of this item, or
- b) When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 days of the shipment's delivery.

ITEM 435

COLLECTION OF CHARGES – Third Party Billing

1. When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, the consignor must place the name and address of such third party on the Bill of lading and Shipping Order at time of shipment.
2. When consignor requests carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under DOT credit regulations. If a shipment is inadvertently accepted on a third party collect basis, the freight terms will be considered to be prepaid.
3. Shipments subject to the provisions of this item will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If a shipment is inadvertently accepted when the consignor executes SECTION 7 of the original bill of lading, the SECTION 7 provision will be invalid.

ITEM 470

EXCLUSIVE USE OF VEHICLE

1. Definition:
The carrier upon request of the consignor or consignee will provide exclusive use of a trailer(s). Shipping instructions to the carrier which prohibit the breaking of locks or seals or the co-loading of additional freight will be considered a written request for exclusive use service.
2. Requirement: Exclusive use request must be given in writing or placed on the bill of lading and shipper order.
3. Application: For just cause, the carrier may remove locks or seals, provided the reason is noted on the freight bill. No freight will be added except at the instruction of consignor or consignee. When a request is made to convert a shipment en route to exclusive use, the charge applicable will be as though the shipment moved for origin on an exclusive use basis.
4. Non Application: Shipments subject to the provision of this item may not be stopped en route for partial loading or partial unloading.
5. Payment of Charges:
Charges must be prepaid or guaranteed by the party requesting the service. The no recourse section of the bill of lading may be signed.
6. Minimum Charge per Shipment:
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 each vehicle, computed as follows:
20,000 pounds at the class 100 Scale M5M rate for a vehicle.

ITEM 480

CUSTOMS OR IN BOND FREIGHT

1. Shipments moving under United States Customs Bond (Notes C and D) are subject to the following charges which will be in addition to all other lawfully applicable rates and charges:

CHARGES

254 cents per 100 pounds, minimum charge

LTL AND TRUCKLOAD SHIPMENTS	\$34.96 per shipment and maximum charge \$230.43 per vehicle used.
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2. Except as provided in Note A below, line haul charges on shipments requiring U.S. Customs Clearances at a point other than the final destination will be assessed on the basis of rates applicable from point of origin to the point of U.S. Customs Clearance and from the point of U.S. Customs Clearance to final destination.
3. When necessary for carrier to purchase and apply "high security red in-bond seals" for shipments moving under United State Customs Bond, a charge of **\$37.55** per seal will be assessed (Note E).

NOTE A: Not applicable when the final destination is located within the Terminal Area (Item 8) of the point of U.S. Customs Clearance.

NOTE C: Freight moving in bond, whether from a water type port or an inland port may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving in Bond.

NOTE D: Each "IT" (Immediate Transportation Permit), "Wd T", "Wd Ex.", "T.E.", "Drawback" 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. The provisions of this note will not apply on truckload shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.

NOTE E: Carrier will not be responsible for equipment or tools necessary for removal of high security red in-bond-seals.

ITEM 480-10

CUSTOMS OR IN BOND FREIGHT - CANADIAN

Shipments Moving In Bond from Points in Canada to Points in U.S.A.

Shipments moving under U.S. Customs Bond for customs clearance in the U.S. shall be assessed **\$1.43** per 100 pounds, subject to a minimum charge of **\$26.19** and a maximum charge of **\$184.37** per vehicle used, in addition to all other lawful charges.

Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination (see Exception) will be assessed on the basis of rates applicable from the point of origin to the point of U.S. Customs clearance and from the point of U.S. Customs clearance to the final destination (Note A).

EXCEPTION - Charges shown herein are not applicable to: Shipments that clear U.S. Customs at ports of entry located on the U.S. - Canadian boundary line or adjacent thereto.

NOTE A: Not applicable when the final destination is located within the Commercial Zone of the point of U.S. Customs clearance.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 480-20
CUSTOMS OR IN BOND FREIGHT - CANADIAN
Shipments Moving In Bond from Points in U.S.A. to Points in Canada

Shipments moving under Customs Bond for customs clearance in Canada shall be assessed **\$19.00** per shipment, in addition to all other lawful charges.

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 **\$3.25** per CWT subject to a **\$65.00** minimum charge

ITEM 485
DEDUCTION FROM FREIGHT CHARGES

Deductions of loss, damage or overcharge claims from freight charges are prohibited. Any deductions made may result in loss of discount on the deducted freight bill.

ITEM 488
DEMURRAGE
(Exception to Item 500 Series)

Truckload shipments held by the carrier awaiting delivery by reason of an act or omission of the consignee or for Custom clearance or inspection and through no fault of the carrier, will be considered as being on Demurrage and are subject to the following charges in addition to storage charges (Note A):

SEC. 1 FREE TIME:

Demurrage charges as provided in SEC. 2 on undelivered freight, will begin on and after the expiration of free time, as shown in paragraph (b) from the first 7:00 A.M. after notice of arrival has been given by phone or in writing to the consignee, consignor or owner, Sundays and legal holidays, (not half holidays), National, State and Municipal, excluded.

(b) FREE TIME SHALL BE AS FOLLOWS:
Perishable/Non-perishable In Bond or other than In Bond freight (Note B)48 hours.

SEC. 2 CHARGES:

Subject to the provisions of SEC. 1 of this item the following demurrage rates and charges will be assessed in addition to all other lawfully applicable rates and charges:
Assess the following charges on shipments subject to TL rates after free time specified in SEC. 1 expires.

- (1) For the first day (Note C)..... **\$77.96** per trailer.
- (2) For each succeeding day (Note C).....**\$109.46** per trailer.

NOTE A: See Item 345 (ARRIVAL NOTICE AND UNDELIVERED FREIGHT).
NOTE B: The term "In Bond" refers to shipments that require releases by United States Customs. Notification on such shipments will be made by telephone, and if requested, confirmed in writing.
NOTE C: In computing demurrage charges, any fractional part of a day (twenty-four hours), shall be deemed a day.

ITEM 500

DETENTION – Tractor with trailer

This item applies only on shipments when carrier's vehicle (Note A) are delayed or detained at premises of consignor, consignee or other places designated by consignor or consignee, subject to the following provisions:

SEC. 1 GENERAL PROVISIONS:

- a. Except as otherwise specifically provided, when the loading or unloading of freight is delayed and such delay is attributable to the consignor, consignee or other designated by them, beyond the free time authorized in SEC. 3, computed in accordance with SEC. 2, charges in SEC. 4 will be assessed against the consignor if the delay occurs at his premises and against the consignee if the delay occurs at his premises.
- b. When SEC. 7 of the Bill of Lading is executed, carrier will not deliver the shipment to consignee unless detention charges, if accrued, are guaranteed.
- c. Carrier will maintain records to verify any charges for detention.

SEC. 2 COMPUTATION OF TIME:

- a. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available and ends upon notification from the consignor or consignee that the trailer is available for movement.
- b. Mealtime not exceeding one hour will be excluded from computation of time when loading or unloading with power is interrupted by a meal period.
- c. In case of multiple shipment subject to LTL rates received from one shipper or delivered to one consignee at one time on the vehicle, time will be computed on the aggregate weight of the multiple shipments so received or delivered. Where there is more than one payer, charges will be prorated on the basis of the weight of each individual shipment. Where either a single shipment or such multiple shipments subject to LTL rates exceed the carrying capacity of one vehicle free time for each vehicle shall be computed separately.

SEC. 3 FREE TIME:

Free time for the loading or unloading of freight will be allowed as follows:

Less than 2,000 pounds	30 minutes
2,000 pounds but less than 4,000 pounds	45 minutes
4,000 pounds but less than 6,000 pounds	60 minutes
6,000 pounds but less than 8,000 pounds	75 minutes
8,000 pounds but less than 10,000 pounds	90 minutes
10,000 pounds but less than 12,000 pounds	120 minutes
12,000 pounds but less than 20,000 pounds	180 minutes
20,000 pounds but less than 28,000 pounds	240 minutes
28,000 pounds but less than 36,000 pounds	300 minutes
36,000 pounds or more	360 minutes

SEC. 4 CHARGES:

When loading or unloading of freight is delayed beyond free time, charge per vehicle for each 15 minutes of fraction thereof consumed for such delay shall be	\$22.46
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SEC. 5 PICK PICK-OR DELIVERY PROVISIONS IN THIS OR OTHER SCHEDULES:

The provisions of this item do not change or prevent the application of other items in this schedule. Nothing in this item shall require a carrier to pick up or deliver freight at hours others than each carrier's normal hours.

NOTE A: "Vehicles" as used in this item means straight trucks or tractor-trailer combinations except that this item will not apply to trailers without power units left by carriers at place of pick up or delivery of consignor, consignee or other party designated by them.

ITEM 501

DETENTION – Vehicles without Power Units

APPLICATION:**DETENTION - VEHICLES WITHOUT POWER UNITS - SPOTTING OR DROPPING TRAILERS**

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them. Also applies, when the carrier spots or drops a trailer at the request of the consignor or consignee.

SECTION 1. GENERAL PROVISIONS:

- a. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units (Item 500 herein) will apply. In the case of spotting for loading the Bill of Lading must show 'Shipper Load and Count.'
- b. Carrier responsibility for safeguarding shipments loaded in trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- c. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
- d. Free time for each vehicle will be as provided in SECTION 2. After the expiration of free time charges will be assessed as provided in SECTION 3.
- e. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading.
- f. Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.
- g. Carrier will maintain records to verify any charges for detention.

SECTION 2. COMPUTATION OF FREE TIME:**(A) Free time application:**

1. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available.
2. Detention end upon notification from the consignor or consignee that the trailer is available for movement.
3. When a trailer is both loaded and unloaded, the free time for loading will not begin until the free time for unloading has expired.

(B) Free time calculation:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading from the time the trailer is spotted.
2. Free time will not begin nor include Saturday, Sunday, or holiday (national, State, or municipal). When the trailer is spotted on such days, free time will begin at 8:00 AM on the next business day. When free time has begun and extends into such day, computation of time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, or holiday.

SECTION 3. CHARGES:

After the expiration of free time as provided in SECTION 2 of this item, charges for detaining a trailer will be assessed as follows:

(1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$51.00
(2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$71.41
(3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)	\$102.01

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 520

EQUIPMENT

A carrier's obligation to accept articles for shipment shall be subject to the suitability of equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.

ITEM 520-10

HYDRAULIC LIFT GATE SERVICE

1. Where carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pick up or delivery of the goods to or from carrier's vehicle, the additional charges listed below shall apply and will be assessed upon the actual weight of the shipment or shipments for which such service is rendered at one time.
2. The charges for this service shall be paid by the party for whom the service is performed or guaranteed by the shipper. Carrier is not obligated to perform such service, when suitable vehicles, equipped with such devices and operators are not available. Services will only be rendered at such locations as are safe and accessible to the vehicle.

Charges: **\$2.30** per 100 pounds, subject to a minimum charge of **\$75.00** and maximum charge of **\$175.80**.

ITEM 540

HAZARDOUS MATERIALS - Special Provision and Charges
(Exception to NMFC Item 540)

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 (note 1)
 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 Material in the categories listed below are embargoed from transportation:
1. Explosives (Division 1.1, 1.2, 1.3)
 2. Radioactive Material (Class 7, Yellow 3)
 3. Hazardous waste
 4. Etiologic Agents/Infectious Substances (Division 6.2)
 5. Nitrocellulose with alcohol with not less than 25 percent alcohol by mass, and with not more than 12.6 percent nitrogen, by dry mass 4.1, UN2556
 6. Nitrocellulose, with not more than 12.6 percent nitrogen, by dry mass, or Nitrocellulose mixture with pigment or Nitrocellulose mixture with plasticizer or Nitrocellulose mixture with pigment and plasticizer 4.1, UN2557
 7. Nitrocellulose with water with not less than 25 percent water, by mass 4.1, UN2555
- 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 **\$12.00** 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 omission resulting in loss, damage or injury, Carrier shall have no liability for any Hazardous Material, whether declared or undeclared. Shipper shall indemnify and hold harmless Carrier against all loss, damages, or delay or injury, including attorneys' fees and costs, caused by or arising out of transit or storage of any Hazardous Material, whether declared or undeclared.
- G. Except for Carrier's negligent acts or omission resulting in loss, damage or injury, Carrier reserves the right to collect for the Shipper the costs of cleanup, damage claims paid, and injury claims paid, caused by or arising out of the transit or storage of any cargo.

Note 1: Failure to put the emergency phone number on the bill of lading will result in an additional charge of **\$100.00** per shipment.

ITEM 550

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL FREIGHT

1. Except as otherwise provided in NPME 201 series, rates on export and import traffic published in schedules subject hereto will apply on traffic to or from Puerto Rico.
2. Rates, either class or commodity, specifically designated as applicable only to export, import, coastwise or inter-coastal shipment, must be applied on such shipments to the exclusion of all other rates not so designated.
3. On shipments consigned to piers or wharves or to brokers, when dock receipts and other necessary documents are not furnished by the consignor at the time of shipment or are not lodged at the pier prior to arrival of the shipment at the carriers destination terminal and must be obtained from the steamship company or broker, the charges listed below shall apply in addition to all other lawfully applicable rates and charges.
4. Export and Import rates, when so designated, take precedence over other rates between the same points over the same routes, on Export and Import Traffic.

Charges: **\$41.73** per shipment.

ITEM 551

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL FREIGHT
Shipments in Outer Containers Without Wheels**SEC. 1 SHIPMENTS IN OUTER CONTAINERS:**

Where import, export, inter-coastal or coastwise shipments, having a prior or subsequent movement by water, move in outer containers without wheels not exceeding 45 feet in length nor 8 feet 6 inches in width or height, outside dimensions, freight charges will be assessed as follows at the applicable truckload minimum charges as outlined in ITEM 997 shown herein.

SEC. 2 RETURN OF EMPTY CONTAINERS:

- a) When empty containers, as described in SEC. 1 of this item are returned to the original point of shipment of the filled containers and via the carrier that handled the inbound movement, such containers will be subject to an additional charge of **\$325.00**.
- b) When empty containers as described in SEC. 1 are picked up by the carrier and moved to a designated place for loading, an additional charge of **\$325.00** per empty container pick up shall be assessed.

ITEM 552

EXPORT AND IMPORT SHIPMENTS – Air Freight

When documentation's, releases or instructions must be obtained by carrier from brokers prior to pickup or delivery of export or import shipments having prior or subsequent air transportation, a charge of **\$51.16** per shipment will apply, in addition to all other lawfully applicable rates and charges.

ITEM 560

EXTRA LABOR -Helper Charges

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. The charges at each location where extra labor is used are listed below
2. Time shall be computed from the time the extra labor arrives at the place of pick up or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (shipper) if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.
3. 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.

Charges: **\$80.96** per man per hour or fraction thereof, subject to a minimum charge for LTL shipments of **\$242.88** per man per day and a minimum charge for truckload shipments of **\$323.44** per man per day.

ITEM 566

INSIDE PICKUP OR DELIVERY

When requested by consignor or consignee and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (PICK UP OR DELIVERY SERVICE).

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 and labor, when necessary to operate it, is provided without cost to the carrier.

When shipments are accorded split pick up, split delivery or stopped in transit for partial loading or unloading the minimum and maximum charges will apply to each stop separately wherever the service is performed.

The charges provided 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 the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

Charges: **\$5.30** per 100 pounds, subject to a minimum charge of **\$50.00** and maximum charge of **\$546.40**.

ITEM 570

IMPRACTICABLE OPERATIONS

Pick up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- (1) The conditions of roads, streets, driveways, alleys or approaches thereto;
- (2) Inadequate loading or unloading facilities;
- (3) Strikes, Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

ITEM 578

LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:

1. At the time of shipment a notation must be made on the Bill of Lading and the Shipping Order that consignor is to load and/or consignee is to unload the shipment.
2. The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
3. (a) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper.
(b) The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee as condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
5. In event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.
6. If the consignor or any party tendering any portion of the shipment refuses to perform loading or if the consignee or any party receiving any portion of the shipment refused to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

ITEM 579

CHARGES AT PORTS OR WAREHOUSES

Unless otherwise provided, schedules and or agreements governed by this publication shall not include charges for wharfage, usage, loading or unloading or any other fees or charges associated with pick up or delivery of shipments at Piers, Wharves, Container Freight Stations, Dockside Terminals or Warehouses. Such fees or charges are the responsibility of the payer of the freight charges.

When charges are assessed to the carrier for freight handling services at a loading or unloading pier or wharf by longshoremen, stevedores or public loaders, charges shown in 579-01 herein shall be assessed. Otherwise provisions in item 300(advancing or paying charges) shall apply.

ITEM 579-01

LOADING & UNLOADING AT PIERS OR WHARVES IN THE STATES OF ME, MA, CT,
 NY, NJ, PA, DE, MD, VA
 OF EXPORT, IMPORT, COASTWISE OR INTERCOASTAL TRAFFIC

CHARGES ON WATERBORNE TRAFFIC AT PIERS OR WHARVES
 (Exception to NMFC Items 300 and 568)
 (NOTES A,B,C AND D)

1. Except as otherwise provided, rates and charges in Schedules governed by this schedule applying on export, import, coastwise or inter-coastal traffic do not include loading or unloading of motor carrier's vehicle.
2. Except as otherwise provided, any shipment picked up from or delivered to a piers or wharves in the states of ME, MA, CT, NY, NJ, PA, DE, MD, VA shall be subject to the following rates and charges which include loading or unloading charges for the longshoremen, stevedores or public loaders and shall be in addition to all other charges applicable to the shipment:

	RATE IN CENTS PER 100 LBS. (Except as noted)	MINIMUM CHARGE
(a) Any shipment on pallets or skids (Note D)	1366	\$136.53
(b) Any shipment not on pallets or skids weighing:		
Less than 500 lbs	1238	\$60.82
500 lbs. or more but less than 1,000 lbs	651	\$60.82
1,000 lbs. or more but less than 2,000 lbs	502	\$60.82
2,000 lbs. or more but less than 5,000 lbs	419	--
5,000 lbs. or more but less than 12,500 lbs	376	--
12,500 lbs. or more but less than 25,000 lbs	194	\$482.22
25,000 lbs or more	184	\$482.22
(c) Any shipment subject to the provisions of Item 390 (CAPACITY LOADS) or the Item 470 Series (CONTROL AND EXCLUSIVE USE OF VEHICLE – EXPEDITED SERVICE) of this schedule	194	\$482.22

Rates are in cents per 100 pounds unless otherwise noted.

NOTE A: When the consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds or wharves for payment of the pier charges of said operators, the charges in this item will not apply. The consignor must place the following notation on the Bill of Lading:

"Arrangements made with pier operator to bill shipper or consignee directly for pier loading or unloading charges."

For explanation of abbreviations, reference marks and symbols, see Item 500000.

NOTE B: Rates and charges named herein will not apply when shipment(s) is delivered in trailer(s) without transfer of the lading to ocean carrier. The receipt of the trailer(s) by the ocean carriers shall terminate the motor carrier's delivery service and liability. Rates and charges named herein will not apply when shipment(s) is received in trailer(s) without transfer of the lading from ocean carriers, see item 551, section 2(return of empty containers). The receipt of the trailer(s) by the motor carrier shall constitute the beginning of the motor carriers service and liability.

NOTE C: All charges in this item that apply on export shipments must be prepaid.

NOTE D:

(a) Rate is stated in cents per pallet or skid.

(b) Shipments on skids refers to boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access of blades of a 3-ton forklift and to provided a balanced load. Such units shall not exceed 48 inches in width, 120 inches in length and 84 inches in height. Where dimensions exceed 48 x 120 x 84 inches, apply rates in Paragraph (b) of Table 1.

ITEM 580

MARKING OR TAGGING FREIGHT (Exception to SEC. 1 of NMFC Item 580)

Shipments subject to LTL rates will be accepted without being marked or tagged with the name and address of the consignee, only when arrangements are made in advance by the shipper with the carrier for acceptance of such shipments and when the following conditions are met:

- a) The brand or other identification mark, name or number must be legibly printed or marked on each package.
- b) The Bill of Lading and Shipping Order for each shipment must show in the "Description of Articles" column the identification brand, mark, name or number corresponding in the brands, names or marks on the package. Each different brand, mark, name or number must be entered on a separate line in the Bill of Lading and Shipping Order.
- c) The name of the shipper or the shipper's brand name must be plainly marked on all packages.
- d) Mixtures of different commodities or different sizes, shapes, grades or brands of the same commodity, or mixture of different sizes of inner containers, may not be in one package. Packages of one brand or other identification marks, name or number shall be identical in every respect.
- e) Where separate packages of different sizes, shapes or quantities of the same brand of goods or of different size inner containers are included in one shipment, the packages of each type of the same brand must be separately entered and described in the Bill of Lading.
- f) This item shall be inapplicable when a carrier's normal operating method will not permit safe handling and delivery of shipments not marked with the name and address of the consignee.
- g) Shipments found in possession of the carrier not marked in accordance with this item or with SEC. 1 of NMFC Item 580 will be charged on the basis of 120 percent of the charge applicable when such shipments are properly marked. Such charge to apply only to the improperly marked portion of the shipment.

OR

Carrier may return all or any part of the shipment to consignor.

- h) This item shall have no application to:
 - (1) COD, order notify, or export shipments.
 - (2) Shipments for joint hauls.

ITEM 580-01

MARKING OR TAGGING FREIGHT – Labeling Charges
(Exception to NMFC Item 580)

The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter according to instructions the markings or tags on any packages or piece of freight subject to the following charges:

201 cents per package or piece of freight, on which the marking is changed or altered, subject to a minimum charge of **\$19.90** per shipment.

All charges accruing under the provisions of this item must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

NOT APPLICABLE on shipment reconsigned or diverted. On such shipments apply provisions of Item 820.

ITEM 600

MAXIMUM CHARGE

1. The provisions of this item apply only when the weight of the shipment equals or exceeds the applicable TL minimum weight.
2. When, after the application of any discounts that might apply, a lower charge on a TL shipment can be produced by applying thereto the LTL rates that would apply in the absence of the rates normally applicable on TL shipments, such lower LTL charge shall apply.
3. The provisions of this item shall NOT apply:
 - a) When a single shipment is loaded to the full capacity of single vehicle or exceeds the capacity of a single vehicle as described in the Item 390 Series (CAPACITY LOADS) or where a single shipment occupies over 30 feet in length of trailer floor space.
 - b) When truckload rate applications are required for accessorial or special service described in the Item 470 Series (CONTROL AND EXCLUSIVE USE OF VEHICLES) and Item 900 Series (STOPOFFS).
4. Accessorial or special charges, including detention charges, applicable to shipments rated under Paragraph (2) shall be those applicable for LTL shipments.
5. In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.

ITEM 640

MIXED SHIPMENTS - LTL
(Exception to NMFC Item 640)

On a mixed less-than-truckload shipment or any quantity shipment consisting of two or more commodities subject to different rates, the charge for each commodity shall be at the respective less-than-truckload rates applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated of such commodities.

ITEM 644

MIXED SHIPMENTS

If a commodity rate, published in one item in schedules subject hereto, applies on two or more commodities, such rate will apply to either straight or mixed shipments of such commodities, unless otherwise provided.

ITEM 645

**MIXED SHIPMENTS - TL
(Exception to NMFC Item 645)**

Unless otherwise provided, when a number of articles for which the same or different classes or rates are provided when in straight truckload quantities, are shipped at one time by one consignor from one point of origin to one consignee at one destination, on one Bill of Lading, as a mixed truckload shipment, the following will apply:

SEC. 1: The articles will be charged at the actual or authorized estimated weight and at the straight truckload class or commodity rate (not "Specific Mixture", "All Freight", "Freight, All Kinds" or "All Commodity" or similarly designated rate or class), applicable to each article except as provided in NMFC Items 310 and 640. The truckload minimum weight will be the highest provided for any article in the mixed truckload shipment, and any deficit in the truckload minimum weight will be charged for at lowest truckload rate applicable on any article in the mixed truckload shipment (Note A).

SEC. 2: Subject to the provisions of SEC. 1, when the aggregate charge on the shipment is made lower by considering the articles as if they were divided into two or more separate truckload shipments, the shipment will be charged for accordingly.

SEC. 3: Subject to the provisions of SEC. 1, when the aggregate charge on the entire shipment is less on the basis of truckload rate and truckload minimum weight (or actual or authorized estimated weight if in excess of the truckload minimum weight) for one or more of the articles and on basis of the less-than-truckload rate or rates (Note B) on the actual or authorized estimated weight of the other article or articles the shipment will be charged for accordingly. On the articles included in truckload shipment on which less-than-truckload rates are applied truckload package requirements will apply not subject to increased charges provided in NMFC Item 687. Charges on articles in packages shall not be higher than on the same articles loose.

SEC. 4: If a lower charge results under the application of SEC. 1 of this item than under the provisions for a specific truckload mixture, such lower charge will apply.

SEC. 5: Where different truckload rates and minimum weight are provided on the same article included in a mixed truckload shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

SEC. 6: The provisions of this item will not apply to articles, the transportation of which at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.

SEC. 7: This item will not apply on:

- a) Articles on which truckload ratings or rates are NOT APPLICABLE except for the purpose of making up deficit in the required truckload minimum weight as provided in SEC. 1 of this item.
- b) Building Woodwork (house trim); Cement, hydraulic, masonry, mortar, natural or portland; Lime, common, including magnesium lime, hydrated, quick or slaked; Livestock.
- c) On shipments containing Class A and B Explosives. Apply provisions of NMFC Item 645.

SEC. 8: Articles having release values appearing in the NMFC 100 or NPME 100 series will move subject to the lowest released value provided therein regardless of the increase or decrease in rate provided in this item.

NOTE A: Articles subject to any quantity rates may be included in the mixed truckload shipment for the purpose of making up any deficit in the minimum weight but the applicable any quantity rate shall be applied on such articles.

NOTE B: Where a less-than-truckload rate is dependent upon the weight of the shipment, apply the less-than-truckload rate that would be applicable on a less-than-truckload shipment equaling the total weight of the mixed truckload shipment.

EXAMPLE: When the less-than-truckload rate would be applicable under this item on any part of the shipment and the total weight of the mixed truckload shipment is 20,000 pounds, the rate applicable on less-than-truckload shipments weighing 10,000 pounds or more would apply.

ITEM 647

**NOTIFICATION PRIOR TO DELIVERY
(Applicable only on LTL shipments)**

When a Bill of Lading or any Shipping Order is tendered bearing any notation requesting the carrier to notify the consignee prior to delivery by any means whatsoever, the charges listed below shall apply. (Notes A and B)

NOT APPLICABLE on shipments subject to truckload rates. If a shipment is moving on a rate subject to a stated minimum weight of 10,000 pounds or more and such rate is not designated as a truckload rate, it will be considered a truckload rate for the purpose of applying this item.

NOTE A: When notification prior to delivery is requested on the original Bill of Lading the charge for notification will be charged to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).

NOTE B: Apply the following in addition to all other provisions. If there is no request for notification on the Bill of Lading but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed and billed to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).

Charges: **\$25.00** per shipment.

ITEM 680

**PACKING OR PACKAGING
(Exception to NMFC Item 680)**

Except where the exception rating description is specifically restricted to particular packing requirements, Subs or other qualifications, exception rating referring to NMFC Items apply on the articles named in the exception rating Item subject to the complete packing requirements and other qualifications applicable under the NMFC Item referred to, including:

- 1) Any generic heading, caption and notes applicable thereto, that govern such NMFC item.
- 2) The application of all Subs immediately following such NMFC Item.
- 3) All notes applicable to such NMFC Item and Sub.
- 4) All packaging permitted (specifically or by alternate container rules) under such NMFC Item and Sub.

ITEM 681

**PACKING OR PACKAGING
Determination of Charges for Articles not Complying with Packaging Requirements
(Exception to NMFC Item 687)**

In the application of SEC. 3, NMFC Item 687, where the rating published herein for the same articles in any shipping form or container is higher than the highest rating in NMFC, such higher rating shall be used as the base rating to which the increase authorized in SEC. 3, NMFC Item 687, shall be added.

The transportation charge on articles which fail to comply with packing requirements and failure to comply is discovered after articles have been accepted for transportation, must be determined as follows:

When LTL classes or ratings are applicable to the articles shipped, the charge shall be 200 percent of the charge determined by applying the highest LTL class or rating provided for such articles in the same shipping form (Note A).

NOTE A: Applies only on articles packaged in fiber boxes which also serve as display stands or racks and then only when the article or articles and necessary interior packing devices occupy less than 80 percent of the interior cubic capacity of the outer shipping container.

ITEM 684

**PALLET RETURN – Return of Containers, Pallets, Platforms, Racks, Reels or Skids
(Other than marine type or intermodal containers designed for highway use on wheels)**

Except as otherwise specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels or skids.

ITEM 686

PALLETS NOT FURNISHED

Rates in schedules governed hereby will not include the furnishing of pallets by carrier.

ITEM 720

PAYMENT OF CHARGES – Maximum Credit Period

- 1) No shipment will be accepted when the line-haul transportation charge based on a through local or joint-line rate is partially prepaid or partially collect.
- 2) Allowances or discounts shall apply only when charges are paid within the maximum credit period of 30 calendar days.
- 3) When a check is issued for payment of a carrier’s freight bill and is returned unpaid due to insufficient funds, stop payments or closed account, an additional charge of **\$30.00** will apply.

ITEM 720-10

**PAYMENT OF CHARGES – Delinquent
(Principles and practices for the Investigation and disposition of
failure to make payment of freight charges)**

Failure to make payment of freight charges for services performed which subsequently results in legal action taken against the debtor, will be subject to the following:

- 1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
- 2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

ITEM 725

PAYMENT OF CHARGES
REGULATIONS GOVERNING THE PAYMENT OF CHARGES ON
INTERNATIONAL FREIGHT SHIPMENTS

All rates and charges provided herein are stated in money of the United States, 49 USC 10762 (a)(2), 49 CFR 1312.14(a). When charges are paid in equivalent Canadian currency, the rate of exchange that determines the amount of the equivalent payment shall be as follows:

- 1) The rate of exchange quoted for New York funds by the Bank of Montreal at noon in Montreal, on the last 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. Should the governing date fall on a Saturday, Sunday, or Canadian or United States legal holiday, the quotation at noon of the preceding day will govern.
- 2) Where the fluctuation in the rate of exchange during the periods outlined above is two or more percent, that new rate of exchange will apply.
- 3) The governing date for the application of the rate of exchange will be:

<u>ALL TRAFFIC</u>	<u>DATE TO BE USED</u>
On shipments from Canada to the United States	Date of Bill of Lading
On shipments from the United States to Canada	Date of Notice of Arrival

ITEM 740

PERMITS

Any shipment which, due to size (height, width or length), shape or weight or due to its dangerous characteristics, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following:

- a) The purchase cost of such permits and all other expenses necessary to secure such permits and all Bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits, will be paid by the carrier and collected as follows:

- 1) All such expenses or charges, plus the following service charge shall be collected from the shipper or party requesting movement of the shipment:

	CHARGE S
Service charge per vehicle per state, city and/or municipality in which permit is procured.	\$66.01

- 2) Except for the service charges in Paragraph (a)(1), and the flagmen charges in Paragraphs (b)(1) and (b)(2), evidence of payment of all other charges provided for above, will be furnished, upon request, to shipper or party requesting movement of the shipment.
- 3) When a shipment requires more than one vehicle, charges provided herein do not apply to vehicles which do not contain articles or commodities requiring such permits.

- b) When a shipment requires a flagman or flagmen to accompany the vehicles, the rates in Paragraph (b) (1) and (b) (2) below will be charged to the shipper or party requesting movement of the freight:

	CHARGE S
(1) For each flagman accompanying the vehicle in or on which the shipment is being transported, the following charge per hour (See Note A) will be made	\$45.37
(2) For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported, the following charge per hour (See Note B) for each vehicle with flagman will be made	\$54.62

NOTE A: Time will be computed from time flagman reports for duty at point and time designated by shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.

NOTE B: Time will be computed from time vehicle with flagman leaves carrier's terminal nearest point of origin until return to such terminal, but not to exceed 16 hours in any one day. The return to the origin terminal will be by the shortest route.

ITEM 750

PICK UP OR DELIVERY SERVICE

Except as otherwise provided, rates governed by this schedule include one pick up and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for IMPRACTICABLE OPERATIONS) during business hours (See Item 754 for PICK UP OR DELIVERY SERVICE on Saturdays, Sundays or Holidays), at one site, subject to the following provisions:

1) PLACEMENT OF VEHICLE FOR LOADING:

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

2) PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment by the carrier to the place of delivery specified on Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.

3) LOADING BY CARRIER (Note B):

(1) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for a carrier to place its vehicle for loading (Note A). (See Item 566 for INSIDE PICKUP OR DELIVERY).

(2) Carrier will furnish only one man per vehicle for loading, be he the driver, helper, or any other carrier employee, except as provided in Item 560 (EXTRA LABOR). The provisions of NMFC Item 568 (HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING) will not apply.

4) UNLOADING BY CARRIER (Note B):

(1) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (Note A). (See Item 566 for INSIDE PICKUP OR DELIVERY).

(2) Carrier will furnish only one man per vehicle for unloading, be he the driver, helper or any other carrier employee except as provided in Item 560 (EXTRA LABOR). The provisions of NMFC Item 568 (HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING) will not apply.

5) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER (Note B):

(1) Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspection, sorting or segregating freight, except as provided in Paragraphs (a), (b) and (c) below:

a) 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 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.

b) When the conditions of Paragraph (a) are not met, a charge of **.67** cents per piece, package or other unit in the shipment, minimum **\$50.00** per shipment per vehicle used, will be assessed for segregation by marks, brands, sizes, flavors or other distinguishing characteristics, except as provided in Paragraph c) such charges will be assessed against the person requesting or requiring this service.

- c) No segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee, or when detention charges accrue and are paid by the same shipment at the same location.
- (2) Loading or unloading service does not include furnishing by the carrier rigging or special loading or unloading equipment such as platform vehicle (other than two (2) wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four (4) wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor of the consignee.
- (3) When a shipment is tendered for delivery during carrier's normal business hours (that period from 8:00 A.M. to 5:00 P.M. on Monday through Friday except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, provisions and charges published in Item 830 (REDELIVERY) will apply in addition to all other lawfully applicable charges.
- (4) Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.
- 6) **LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE (Note B):**
The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of shipment on or from the carrier's vehicle.
- 7) **WAIVER OF DELIVERY RECEIPT:**
When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites or other places where no representatives of the consignee is present or available to receipt for the shipment will be delivered and unloaded by the carrier and left unattended at the place designated. Liability for subsequent loss or damage will be the responsibility of the consignee.
- 8) **STOPOFFS:**
See Item 900 of this schedule for provisions permitting additional stops under conditions described therein at points (including different stops within the premises of consignor or consignee) for completion of loading for partial unloading of truckload shipments.
- 9) **HEAVY OR BULKY FREIGHT—LOADING OR UNLOADING (Notes B and C):**
When freight (per package or piece) in a single container or secured to pallets, platforms or lift truck skids or in any other authorized form of shipment:
(a) **WEIGHS 110 LBS. OR LESS**, the carrier will perform the loading and/or unloading.
(b) **WEIGHS MORE THAN 110 LBS. BUT LESS THAN 500 LBS.:**
(1) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. See Paragraphs (b) 2 and (d). Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

(2) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (1) exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or (2) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

(c) WEIGHS 500 LBS. OR MORE, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

(d) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEED 4 FEET IN EACH IT'S GREATEST AND INTERMEDIATE DIMENSION, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or the consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2.

NOTE A:

- a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated there from only by an intervening public sidewalk.
- b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space maybe used.
- c) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space where picked up first by the same or different motor carriers.
- d) When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pick up by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

NOTE B:

- a) Loading by definition this item includes stowing and counting of the freight in or on the carrier's vehicle.
- b) Unloading, by definition in this item, includes the counting and removing of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE C: The provisions of NMF 100 Series, Item 568 (HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING) will not apply.

ITEM 750-01

GARMENT AREA

This item applies only from or to the Garment Area of New York, NY.

- a) On traffic moving from or to the Garment Area (Borough of Manhattan), charges in Paragraph (b) apply only from or to the following portion of the Borough of Manhattan:

AVENUES	RANGE OF NUMBERS
Avenue of the Americas	900 thru 1060
Broadway	1302 thru 1450
Fifth Avenue	358 thru 485
Sixth Avenue	900 thru 1060
Seventh Avenue	450 thru 587
Eighth Avenue	494 thru 590

STREETS	RANGE OF NUMBERS
35 th Street	1 East thru 16 East; 1 West thru 370 West
36 th Street	1 East thru 16 East; 1 West thru 370 West
37 th Street	1 East thru 16 East; 1 West thru 357 West
38 th Street	1 East thru 16 East; 1 West thru 348 West
39 th Street	1 East thru 16 East; 1 West thru 353 West
40 th Street	1 East thru 21 East; 1 West thru 358 West
41 st Street	1 East thru 22 East; 1 West thru 351 West

- b) The following charges will be assessed in addition to all other lawfully applicable rates and charges.

	Charge	Minimum per shipment
(1) On shipments subject to LTL rates	402 cwt	\$23.47
(2) On shipments subject to TL rates, charge for actual weight	161 cwt	--

ITEM 751

AFTER HOURS PICK UP OR DELIVERY SERVICE

- 1) Except as provided in Paragraph (2), when a consignor or consignee requires or requests pick up or delivery of freight on Monday to Friday, except holidays, after 6:00 P.M. and before 7:00 A.M. the following charges shall be made. These charges are in addition to any other applicable line haul freight charges.
- 2) Where multiple shipments are received at one time and place from one consignor or where multiple shipments are delivered to one consignee at one time and place, the pick up or delivery charges will apply to each vehicle instead of to each shipment. In such cases the charges must be paid by the consignor or consignee, as the case may be, requiring and requesting the service.

Charges per hour, per driver	Minimum time	Minimum Charge
\$34.34 per hour or fraction thereof	8 hours	\$274.72

ITEM 752

MINE PICK UP OR DELIVERY SERVICE

Shipments delivered to mines (Note A) will, in addition to all other applicable charges, be subject to the following charges:

Charges.....**60** cents per 100 pounds subject to a minimum per shipment of **\$24.36**.

NOTE A: The term "mines" means the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site of "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine depots, mine supply houses, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine.

ITEM 753

PRIVATE RESIDENCE PICK UP OR DELIVERY SERVICE

1. Shipments picked up at or delivered to private residences or camps (other than military) will be assessed the following charges via carriers as shown:
Charges: **\$5.54** per 100 pounds, subject to a minimum charge of **\$60.00** and maximum charge of **\$577.40**.
2. Service under this item will be provided to floors above or below the level accessible from the carrier's vehicle, only when elevator or escalator service is available, and labor when necessary to operate same as provided without cost to the carrier.
3. The charges provided in this item apply separately for pick up and separately for delivery and will be in addition to all other lawful charges.
4. The charge also includes inside pickup and delivery at the private residence location provided only 1 driver is needed. If due to weight or the size of the freight two employees are needed, the additional labor charge in Item 560 will apply in addition to the private residence.
5. The terms "private residence" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where a commercial or business activity is conducted that involves a sale of merchandise or services to walk in public during normal business hours.

ITEM 754

SATURDAY, SUNDAY OR HOLIDAY PICK UP OR DELIVERY SERVICE

When consignor or consignee requests carrier to pick up or deliver freight on Saturdays, Sundays or Holidays, such service will be performed subject to the following provisions:

1. The following charges will be assessed in addition to all other lawfully applicable rates and charges:

Charges per man, per hour or fraction thereof	\$50.19
Minimum charge per man per day	\$396.12

2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee.
3. The carrier is not obligated to furnish pick up or delivery service on Saturdays, Sundays or Holidays. If a delivery date is specified on the Bill of Lading and Shipping Order and it is a Saturday, Sunday or Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.
4. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pick up or delivery will be made.

ITEM 763

PRECEDENCE OF RATES

SEC. 1. Commodity Rates vs. Class Rates:

- 1) A truckload commodity rate removes the application of a truckload class rate.
- 2) A less than truckload commodity rate removes the application of a less than truckload class rate of the same quantity; or,
- 3) An any quantity commodity rate removes the application of a less than truckload and truckload class rate, on the same articles from and to the same points over the same route of the same carrier or carriers, except when and insofar as alternative use of class and commodity rates is specifically provided in the schedule containing such commodity rate.

SEC. 2 Exceptions vs. Classification Classes:

- (1) A truckload exception class removes the application of a classification any quantity class when the minimum weight requirement of the exception class is met or charged for; or,
- (2) A less than truckload exception class removes the application of a classification any quantity class on the same quantity; or,

SEC. 3 Discounts

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 discounts and the Consignee has no applicable pricing program, NPME will apply a courtesy discount of 50% off of the current 572 S-7 and 573 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.

Any quantity exception classes remove the application of a classification any quantity class, on the same articles from and to points over the same route of the same carrier or carriers.

ITEM 770

PREPAYMENT OR GUARANTEE OF CHARGES

Unless otherwise provided herein or in schedules subject hereto, shipments will be accepted subject to the following provisions:

- SEC. 1.** A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.
- SEC. 2.** A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid for by the consignee.
- SEC. 3.** A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under the credit regulations of the Department of Transportation or state regulatory commission. Such a shipment will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If the carrier inadvertently accepts a shipment where SECTION 7 is executed the consignor will be responsible for freight charges if the third party fails to remit payment within the allowed credit regulations.
- SEC. 4.** If, in the judgement of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
- SEC. 5.** If a shipment is required by SECTION 4 hereof or by any provision of the NMFC to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission or state regulatory commission. Such a shipment will not be accepted as a collect shipment if the consignor executes SECTION 7 of the Bill of Lading.
- SEC. 6.** No shipment for which a through rate is published will be accepted on a partially prepaid or partially collect basis. When failure to comply with this provision is discovered after the shipment has been tendered for transportation, the entire charges, based on the applicable through rate, will be assessed against the consignor.
- SEC. 7.** All freight charges on shipments destined to steamship piers must be prepaid, except, shipments destined to steamship piers may be handled "Freight Charges Collect" when the Bills of Lading and Shipping Orders show in the body thereof, the name and address of the broker, agent or party from whom the charges are to be collected, provided such broker, agent or party is located in the United States.
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ITEM 771

PREPAYMENT
(Exception to Item 770)

APPLICABLE ONLY on shipments destined to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico, or from Puerto Rico received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ.

- a) All freight charges on shipments destined to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico must be prepaid, except as provided in Paragraph (b).
- b) Shipments to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico may be handled "Freight Charges Collect" when the Bills of Lading and Shipping Orders show in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected; providing such broker, agent or party is located in the United States.
- c) All freight charges on shipments from Puerto Rico received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, destined to points in schedules governed hereby, must move collect, except as provided in Paragraph (d).
- d) Shipments received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, destined to points in schedules governed hereby may be handled "Prepaid" when the Bills of Lading and Shipping Orders show in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected, providing such broker, agent or party is located in the United States.

ITEM 772

PREPAYMENT
(Exception to Item 770)

Shipments destined to Steamship Piers and Export Shipments via International Air Carriers.

- a) All freight charges on shipments destined to steamship piers and export shipments via international air carriers at airports must be prepaid, except as provided in Paragraph (b).
- b) Shipments destined to steamship piers may be handled "freight charges collect" on the Bill of Lading and Shipping Order showing in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected provided such broker, agent or party is located in the continental United States.

ITEM 780

PROHIBITED OR RESTRICTED ARTICLES

SEC. 1. Property of Extraordinary Value:

- a) The following property will not be accepted for shipment nor as premiums accompanying other articles. If the commodities, as described in the list below are inadvertently accepted they shall be subject to a maximum value of \$1.00 per pound in the event of loss, damage or delay to any shipment.

The provisions of Paragraph (b)(1), (2) will not apply in connection with below listed articles:

Bank bills	Notes
Currency, other than coin (Note 1)	Original works of art (Note 5)
Deeds Postage stamps	Drafts Precious stones
Jewelry, other than costume or novelty jewelry	Revenue stamps (Note 3)
Letters, with or without stamps affixed (Note 2)	Valuable papers of any kind
Museum exhibits or articles of antiquity (Note 4)	

- b) Except as provided in Paragraph (a), articles of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other articles, providing the shipper requests excess liability coverage as provided below (subject to Note 7):
 - 1. Articles tendered with a destination value in excess of \$25.00 per pound per package will move subject to a maximum liability of \$25.00 per pound, per package unless the shipper requests on the face of the bill of lading excess liability coverage. The maximum liability of any one shipment will not exceed \$125,000. Articles inadvertently accepted with a destination value exceeding \$25.00 per pound per package, but without excess coverage will be considered to have been released by the shipper at \$25.00 per pound per package.

In the event of loss of and/or damage to any shipment, carriers liability will not exceed **\$25.00** per pound per package, subject to a maximum liability of \$125,000 per shipment, unless the shipper has requested excess liability coverage.
 - 2. If shipper wishes to increase New Penn's liability from the maximum stated in (b)(1) of this item, the shipper must specifically request excess liability coverage on the face of the bill of lading as follows, merely declaring a destination value will not qualify for additional liability coverage:

"\$ _____ excess liability is required."

New Penn will assess a charge of **100** cents per each \$100 dollars of excess liability coverage requested, subject to a minimum charge per shipment of **\$45.00**. Excess liability of will be limited to a maximum of \$100,000 per shipment. Such charges are in addition to the lawful freight charges otherwise accruing to the shipment. Charges for excess liability are to be paid by the party responsible for payment of the freight charges.

EXAMPLE: Customer requesting \$10,000 additional excess coverage would enter on the bill of lading as follows:

"\$10,000 excess liability coverage is required"

All loss and damage claims are subject to the provisions outlined in the Carmack Amendment, 49 U.S.C., Section 14706 and the Uniform Bill of Lading. New Penn does not hold itself out as an insurer regardless of whether excess liability coverage was purchased or not.

SEC. 2: Freight Liable to Damage other Freight or Equipment:

Carriers are not obligated to receive freight liable to 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.

- NOTE 1 Monetary coins will not be accepted as premiums with other articles except as authorized in NMF 100, 310.
- NOTE 2 United States Mail will be accepted when the consignor and consignee are United States Post Offices.
- NOTE 3 Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.
- NOTE 4 Except antique furniture subject to NMF Items 100240 and 100260 or numismatic exhibits subject to NMF 100, Item 63830.
- NOTE 5 Except pictures or paintings subject to NMF 100, Items 100240, 100260 and 149420.
- NOTE 6 The term "package" as used in this item, means any primary shipping package authorized by the provisions of individual schedules or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carrier's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" \$25.00 and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.
- NOTE 7 Articles tendered with a destination value stated on the bill of lading at time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMF 100 Classification or reissues thereof and NPME 100 schedule will not qualify for excess liability coverage. A list of the aforementioned articles including the lowest value and maximum value is as follows:

For released value commodities as stated below, the consignor is required to declare a value of the goods on the bill of lading within the limits stated in the table below. Unless provided otherwise in individual schedule items, if the released value is not declared on the bill of lading the lowest released value that is stated below will apply. If pricing is based on an FAK or single lines of rates the lowest released value will automatically apply regardless of any notation on the bill of lading.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

Product Shipped	Lowest Value Not Exceeding	Highest Value
Animal Feed Supplements	\$.50 per lb.	\$25.00 maximum
Animal Hides	\$1.50 per lb.	\$7.50 maximum
Chemicals	\$2.15 per lb.	\$25.00 maximum
Chinaware/Stoneware	\$90.00 per 100 lb.	\$25.00 maximum
Clothing Used(Fur or fur lined)	\$1.50 per lb.	\$7.50 per lb. maximum
Computer Systems/Components	\$5.00 per lb	\$25.00 per lb. maximum
Drugs (Certain ones)	\$2.15 per lb	\$25.00 per lb. maximum
Earthenware, Pottery, and Porcelainware	\$90.00 per 100 lb.	\$25.00 maximum
Electronic Tubes (Not specifically named)	\$1.50 per lb	\$3.00 per lb.(or no value stated) In the NMFC
Engines (Internal combustion)	\$5.00 per lb.	\$9.99 per lb. maximum
Fax machines	\$5.00 per lb	\$25.00 per lb. maximum
Flatware (Sterling silver)	\$1.00 per lb	\$5.00 per lb. maximum
Glassware	\$.90 per lb.	\$19.00 per lb. maximum
Glass Ceramic ware or laminated	\$.90 per lb.	\$12.65 per lb. maximum
Household Goods or personal effects	\$.10 per lb	\$5.00 per lb. maximum
Jewelry (Costume)	\$1.00 per lb.	\$5.00 per lb. maximum
Leather Scrap	\$.03 ½ per lb.	\$25.00 maximum
Leatherboard	\$.03 ½ per lb.	Exceeding \$.03 ½ per lb
Lighters (Cigarette, etc)	\$.50 each	\$25.00 maximum
Metal or Metal Alloys	\$.40 per lb.	\$5.00 per lb. maximum
Office Records (old)	\$.03 ½ per lb.	\$25.00 maximum
Oils (Essential, natural or artificial)	\$.50 per lb	\$7.50 per lb. maximum
Ore	\$.05 per lb.	\$1.00 per lb.(or No Value stated)
Paintings or Pictures	\$.50 per lb	\$5.00 per lb. maximum
Printed Matter (Having exchange value i.e., as sales coupons, etc.)	\$.50 per lb	\$1.00 per lb. maximum
Radio or TV Transmitting sets or Radio Sets combined or TV Transmitting sets	\$3.00 per lb.	\$10.00 per lb. maximum
Transmitting sets and Radio Receiving and TV receiving Sets combined		
Used or Reconditioned Articles	\$.50 per lb.	\$5.00 per lb. maximum
Radioactive Materials	\$.40 per lb.	\$5.00 per lb. maximum
Rugs	\$125.00 per 100 lb	\$300.00 per 100 lb. max
Semi-Conductors	\$3.00 per lb.	\$20.00 per lb. maximum
Semi-Conductor, Parts	\$1.50 per lb.	1.50 per lb. maximum
Silk	\$1.00 per lb.	\$25.00 maximum
Toilet Preparations	\$2.15 per lb	\$25.00 maximum
Tubes, Cathode Ray (other than TV)	\$3.00 per lb.	25.00 maximum
Watches or Watch Movements	\$2.00 each	\$10.00 each maximum

Note B: NMF 100 commodities listed as "exempt" are not eligible for excess liability coverage and move subject to released values not exceeding \$.50 per pound. See item 1010 NPME 100 series.

Note C: NMF 100 commodities listed, as "not taken" shall not be accepted. If an item listed as "not taken" is inadvertently accepted the shipment is not eligible for excess liability coverage and shall move subject to released values not exceeding \$.50 per pound. See item 1010 NPME 100 series.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 784

PROOF OF DELIVERY

When carrier is requested by consignee, consignor or any interested party to furnish proof of delivery on a shipment which was delivered, the charge for such service shall be **\$1.81** for each proof of delivery furnished.

ITEM 810

PROTECTIVE SERVICE

1. Protection of shipments against freezing (32 degrees Fahrenheit or zero degrees Celsius) will not be furnished unless specific arrangements are made in advance of tender and request is endorsed on the Bill of Lading and Shipping Order by the consignor. Temperature endorsements will be considered as being Fahrenheit unless otherwise specified by the shipper as being in Celsius (centigrade).
2. Carriers will accept shipments requiring protection against freezing (32 degrees Fahrenheit or zero degrees Celsius) subject to the availability of proper equipment and facilities.
3. When a shipper indicates on the Bill of Lading "protection from freezing is required" the carrier will only be liable to protect against a freezing mark of 32 degrees Fahrenheit or zero degrees Celsius (centigrade).
4. If a shipper request on the Bill of Lading a protective service other than a "protect from freezing" with a freezing point of 32 degrees Fahrenheit or lower the shipment will not be accepted. If shipment is inadvertently accepted New Penn will protect from freezing at 32 degrees Fahrenheit and will not be responsible for damage to the product, if damage occurred at a temperature higher than 32 degrees Fahrenheit.
5. Carrier will have no liability for shipments, which may be damaged due to freezing, that are not deliverable upon arrival at destination terminal. Or for which delivery is refused by Consignee.
6. The charge for protection from freezing as outlined in this item shall be \$1.50 per CWT subject to a \$15.00 minimum and a \$50.00 maximum per shipment, and shall only apply from November 15th through April 15th.

ITEM 820

RECONSIGNMENT OR DIVERSION

A request for the reconsignment or diversion of a shipment will be subject to the following:

SEC. 1 DEFINITION OF RECONSIGNMENT OR DIVERSION:

For the purpose of this item the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

A change in the name of the consignor or consignee or a change in the place of delivery within original destination point or a change in the destination point or relinquishment of shipment at point of origin (Note C) or instructions received by the originating carrier prior to receipt of shipment (Note D).

SEC. 2 CONDITIONS:

- a) Requests for reconsignment must be made in writing or confirmed in writing. 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 re-ship, return or reconsign a shipment.
- b) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- d) Only entire shipments, not portions of shipments, may be reconsigned.
- e) An order for reconsignment of a shipment moving under Uniform Order Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation endorsed or exchanged.
- f) Instructions for reconsignment of COD shipments will be accepted only from the consignor.
- g) Marking or Tagging (Note E).

SEC. 3 CHARGES:

Reconsignment as defined in SECTION 1 will be subject to the following:

Charges per shipment

If reconsignment results in a change (note F):

In the name of the consignor or consignee with no change in place of delivery, prior to tender of delivery.	\$33.05
In the name of the consignor or consignee with no change in place of delivery, after tender of delivery.	\$33.05
In the place of delivery within the original destination point (notes A and I), prior to tender of delivery.	\$33.05
In the place of delivery within the original destination point (notes A and I), after tender of delivery.	See note J
In the destination point (note B), prior to tender of delivery.	See note J
In the destination point (note B), after tender of delivery.	See note J

NOTE A: Included points and places within the Terminal Areas (Item 115) which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line-haul rate as the original billed destination points.

NOTE B: Includes points and places other than those defined in Note A.

NOTE C: Where a request is made by shipper, before a shipment left carrier's terminal at point of origin (including points and places within the Terminal Area (Item 8)) for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin, or relinquish possession thereof to shipper or to another carrier at carrier's terminal such service if performed, will be subject to the published rate from original place of shipment to point in which carrier's terminal is located, subject to a maximum charge of **\$602.26** per shipment or **\$602.26** per vehicle if more than one vehicle is used to transport the shipment.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

NOTE D: Upon instructions received by the originating carrier prior to receipt of shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt thereof (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipments will be subject to a charge of **\$33.05** per shipment.

NOTE E: Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC Item 580, or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier at a charge of **\$2.08** for each package or piece of freight so marked or tagged.

NOTE F: The provisions governing reconsignment "prior to tender of delivery" will only apply when carrier receives the request for reconsignment:

- (a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
- (b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).

Thereafter, the provisions governing reconsignment "after tender of delivery" will apply.

NOTE G: If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier, the charge will be **\$33.05** per shipment in addition to the applicable rate from point of origin to the new destination.

NOTE H: When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point, plus a reconsignment charge of **305** cents per 100 pounds, subject to a minimum charge of **\$18.44** and a maximum charge of **\$365.96** per shipment or per vehicle if more than one vehicle is used to transport the shipment.

NOTE I: All shipments for export not directly consigned at origin to an export pier, dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item. The provisions of SECTION 2 will not apply.

NOTE J: Subject to published rates to and from reconsignment points.

ITEM 830

REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

- (1) If one or more additional tenders or final delivery of the shipment are made at consignee's place, apply published rates from carrier's terminal to destination point.

- (2) If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, the following charges will be assessed:

In cents per 100 pounds	309
Minimum charge	\$57.45
Maximum charge	\$376.40

- (3) All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is redelivered

NOT APPLICABLE on shipments to private residences, apartments, churches, schools and camps, except where the carrier has made a mutually agreeable arrangement for delivery with such consignees and the carrier through the fault of the consignee is unable to tender delivery as scheduled.

ITEM 848

USED OR RECONDITIONED ARTICLES

In lieu of the valuation indicated in the NMFC, valuation, rates and charges on USED or RECONDITIONED articles will be as follows:

1. When Consignor or Consignee declares no value or declares an actual or released value of 50 cents or less per package or fails to describe articles as used or reconditioned on the bill of lading:
 - a. Apply 100 percent of the Customer's otherwise applicable charges as published in tariffs subject to this item.
 - b. Carrier's maximum liability shall not exceed 50 cents per pound per package or \$10,000 per incident, whichever is lower.
2. When Consignor or Consignee requests EXCESS LIABILITY COVERAGE for used or reconditioned articles exceeding 50 cents per pound per package and describes the articles as used or reconditioned on the original bill of lading:
 - a. Apply 68 cents per pound per package, subject to a minimum charge of \$112.00, in addition to 100 percent of the Customer's otherwise applicable charges as published in tariffs subject to this item.
 - b. Consignor or Consignee will indicate on the bill of lading (Carrier's form) in the designated area under Note 1 that excess liability coverage of \$5.00 per pound per package has been requested for used or reconditioned articles. If Consignor or consignee is using the Bill of Lading form where no designated area is provided, Consignor or Consignee shall indicate on the original bill of lading in the description of articles section: "Excess liability coverage requested in the amount of \$5.00 per pound per package."
 - c. In no event shall Carrier's maximum liability for used or reconditioned articles exceed the actual value or \$5.00 per pound per package, whichever is less, with a maximum of \$10,000 per incident.
3. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability coverage or Carrier's maximum liability. Additional liability coverage **IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.**

ITEM 848-10

RELEASED VALUE

1. If a released rate is available for the commodity shipped, and if the consignor fails to declare the released value on the Bill of Lading at the time of shipment, the shipment will not be accepted; but if shipment is inadvertently accepted, it will be conclusively presumed that the lowest released rate applies even though the commodity was listed under FAK and/or moved under a minimum freight rate.
2. Shipments subject to released values as named in NMFC 100 Series and NPME 100 Series moving

For explanation of abbreviations, reference marks and symbols, see Item 500000.

under a reduced minimum or FAK (single factor rates) will be subject to the lowest valuation for that item as provided in the NMFC 100 Series and NPME 100 Series.

3. Where the governing Classification, ICC NMF 100 or re-issues thereof, provides actual or release value rating, such valuations shall be stated by the shipper at time of shipment. When the shipper or shipper's agent fails to enter the actual value or declare the release value of the property on the shipping orders and bills of lading at time of shipment, shipments will be subject to the lowest actual or released value as shown in NMF 100 series and carrier's liability shall not exceed the lowest actual or released value. Corrected bills of lading will not be accepted which add or change the released or actual values. Actual value items as listed in NMF 100 series or re-issues thereof hence forth shall be considered to be released to that same value as stated on the bill of lading by the shipper or shipper's agent and shall limit the carriers liability coverage to that same value.

ITEM 848-20

RELEASED VALUE - TRADE SHOWS

Carrier's liability for damage and loss will not exceed the depreciated actual value of the articles, the release per pound if the product is a release value item appearing in the National Motor Freight Classification, or \$25.00 per pound whichever is less. Carrier's liability for delay is specifically limited to reimbursement of paid freight charges on claimed shipment.

NOTE A: Applicable only on commodities delivered to or picked up from Trade shows, Exhibitions, Display Houses, Convention Centers, Show sites, etc.

ITEM 848-30

RELEASED VALUE - AIR FREIGHT

Carrier's liability for damage, loss or delay will not exceed the destination value of the articles, the release value per pound if the product is a release value item appearing in the National Motor Freight Classification, or \$9.07 per pound, per article whichever is less.

Note: Applicable only on commodities having prior or subsequent transportation by air.

ITEM 880

SEALING OF TRUCKS

Except as to shipments accorded exclusive use of vehicles, as provided in Item 470 of this schedule all seals or locks applied to a vehicle may be removed at the option of the carrier.

ITEM 885

SINGLE SHIPMENT CHARGE

1. Except as otherwise specifically provided, Single Shipments of less than 500 pounds picked up at one time and site, will be subject to the charge below in addition to all other lawfully applicable charges in this and governing schedules. Carrier's driver will write or stamp "Single Shipment" on all Bill of Lading copies when such shipments are tendered (See Item 190 - APPLICATION OF CHARGES of NPME 572 Series).
2. Provisions of this item do not apply when:
 - (a) Accompanied by any other shipment of any description from the same consignor.
 - (b) Freight tendered at Carrier's Terminal.
 - (c) Shipment is rated "as" 500 pounds or more.

Charges: **\$21.50** per shipment

ITEM 890

SPECIAL SERVICES

In the absence of specific provisions herein to the contrary, shipments transported under this schedule will be entitled to such allowances and privileges and subject to such charges, rules and regulations of originating carriers parties to this schedule, for property while in their possession and of any intermediate or delivery carriers, parties to this schedule, for property while in their possession, as are provided in schedules lawfully in effect and on file with the DOT terminal or transit privileges or service, including:

Cartage	Collection and Delivery	Detention
Loading	Storage	Transfer
Unloading	Weighing	

ITEM 890-05

SIGNATURE SECURITY SERVICE (SSS)

Shipments requiring signature security service will not be accepted.

ITEM 890-12

QUOTATIONS OF ESTIMATED CHARGES

1. When carrier has furnished, either orally or in writing, an estimate of published 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.
2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding either on carrier or shipper.
3. All transportation charges on a shipment will be assessed on basis of published provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 900

STOPOFFS

SEC. 1 GENERAL APPLICATION:

Truckload shipments of freight may be stopped at point of origin or destination or at points directly intermediate between origin and destination, for completion of loading or for partial unloading under the conditions of SEC. 3 to SEC. 7 of this item. Arrangements for multiple pickup or multiple delivery must be made with the carrier before the shipment or any portion thereof is tendered for transportation.

SEC. 2 PAYMENT OF FREIGHT CHARGES:

All freight charges must be paid in full at one time by either the shipper or the consignee named in the Bill of Lading.

SEC. 3 SPLIT PICK UPS OR SPLIT DELIVERIES WITHIN CONTIGUOUS PLANT OR WAREHOUSES:

A single shipment may be stopped for partial loading or for partial unloading within contiguous plant or warehouse property subject to the following provisions:

When shipment to be picked up is not available for complete loading at the initial pick up stop or the shipment requires delivery at more than one site at final delivery stop, the vehicle will, at the consignor's or consignee's request be moved to not more than two additional loading or unloading sites within the contiguous plant property or premises, provided that any pick up or delivery site is not separated from the preceding pick up or delivery site by more than one public thoroughfare. Bill of Lading or Freight Bill must bear notation to the effect that split pick up and/or delivery service is requested. Charges are to be paid by the party requesting this service.

Charges per stop **\$74.76**

SEC. 4 NUMBER OF STOPS ALLOWED:

Except as otherwise provided, only two stops, whether for completion of loading or partial unloading purposes, shall be permitted.

SEC. 5 STOPOFF CHARGES : CHARGE PER STOP

The charge for each stop, in addition to the rate provided for in Sec. 6 of this item, shall be:
\$150.00

SEC. 6 LINE HAUL CHARGES:

- a) Except as provided in Paragraph (b) of this section, the rate from the original place of shipment to the place of final delivery, will apply on the total weight of the shipment.
- b) If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply on the total weight of the shipment, after completion of loading or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply on the total weight of the shipment before any portion is unloaded.

SEC. 7 EXCEPTIONS or NONAPPLICATION:

Unless otherwise specifically provided the provisions of this item are not applicable on shipments of:

- (1) Freight moving on COD basis.
 - (2) Freight moving without recourse on the consignor or under instructions against its delivery without collection of freight and other lawful charges as provided in the carrier's Bill of Lading.
 - (3) Steamship containers tendered to the carrier in wheeled trailers not owned by motor carrier.
 - (4) When consignor or consignee requires or requests an appointment or notification prior to delivery.
 - (5) Freight moving on a joint line basis.
 - (6) Where the through mileage via stop-off points exceeds the mileage from the initial origin to the final destination by 15%.
-

ITEM 910

STORAGE

Freight held in carrier's possession (Note A) by reason of an act or an omission of the consignor, consignee or owner or for custom clearance or inspection and through no fault of the carrier will be considered stored immediately and carriers liability will revert to that of a warehouseman and will be subject to the following provisions:

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M.; the day after the freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7:00 A.M. of the first day of business (Note A) after notice of arrival has been given as provided for in Item 345-01, 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.

Charges:

\$1.22 per 100 pounds or fraction thereof per 24 hours or fraction thereof subject to a minimum charge of **\$10.00** per shipment per each 24 hours, but not less than **\$40.00** per shipment.

Maximum Charges:

PERIOD	CHARGES
For the first 24 hours or fraction thereof.	\$104.99 Per shipment or per vehicle
For the second 24 hours or fraction thereof	\$131.24 if more than one vehicle
For the third and each succeeding 24 hours is used to transport the or fraction thereof	\$196.90 shipment.

- 3) Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.
- 4) Storage charges under this item will not apply on the day carrier places the freight in a public warehouse, when carrier does place the freight in a public warehouse, a charge will be assessed based on the published rates from carrier's terminal to the warehouse.

NOTE A: The term first day of business as used in this item means Mondays thru Fridays, excluding Holidays.

ITEM 910-06

STORAGE

(APPLICABLE ONLY on import traffic, destined to points in the Province of Quebec, CDA)

Import traffic stored at any Custom Warehouse (port of Entry or Inland Suffrance Warehouse) undelivered and awaiting transportation, held in such warehouse or in carrier's vehicle in the warehouse compound by reason of an act or an omission of the consignee or owner through no fault of the carrier, will be considered stored and subject to the following storage provisions:

1. Forty-eight (48) hours free time will be allowed on undelivered freight awaiting custom clearance which time will be computed from the first 5:00 P.M. after notice of arrival has been given. Storage charges will end at 7:00 A.M. of the day, on which
 - a. action is taken by the consignor, consignee or owner which enables the carrier to deliver or transport the freight, or
 - b. The carrier exercises its right to send the goods to a public warehouse.
 - c. Subject to the provisions of Paragraphs (a) and (b) of this item, storage charges will be as follows, Sundays and Legal Holidays excluded (Note A).
2. CHARGES:
 - a. For each of the first five days, 66 cents per 100 pounds per day, minimum per day \$6.51, minimum storage charge \$10.11 per shipment.
 - b. For the sixth and each succeeding day, 91 cents per 100 pounds per day, minimum per day \$12.90.
 - c. These charges will be in addition to any other applicable charge.
3. Any fraction of a day will be counted as a day.
4. Freight loaded on a truck, for the detention of which a charge is being made, will not be considered as stored.
5. Nothing in this item will abridge the right of the carrier to handle and dispose of perishable freight as provided for in the Bill of Lading.
6. Carriers liability for goods stored under the provisions of this item will be that of a warehouseman only as provided in the Bill of Lading.

NOTE A: The term "Legal Holidays" as used in this item shall be construed as to mean - Federal Government Legal Holidays in Canada.

ITEM 957

TOLLS

Pick up or delivery service at the point located on a highway facility upon which a toll is placed for its use, and requiring payment of such toll by the carrier in order to render the service, shall be subject to an additional charge in the amount of such toll from the first points of entry nearest to the pick up or delivery site to the first available exit point beyond.

Billing for such charges shall be supported by official receipts or vouchers, in the amounts paid by the carrier, and will be advanced for collection from the party responsible for payment of the freight charge.

APPLICABLE ONLY at points in the United States.

ITEM 959

TRANSFER OF LADING

When consignor or consignee requests that shipments be picked up or delivered on a vehicle other than that vehicle used in transporting the shipment over the highway, the charges shown below will apply. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service (Note A and B).

The charge for the weight of the lading transferred in cents per 100 pounds shall be. **201 cwt** (Note A)

NOTE A: Subject to a minimum charge of **\$291.56** for each transfer on truckload shipments. Each vehicle required for original pick up and/or final delivery will be considered a separate transfer.

NOTE B: Charges are applicable only on shipments consisting of 11 or more pallets or 20 or more feet of trailer space.

ITEM 980

UNNAMED POINTS

In the absence of specific rates or bases for rates from or to places or areas within or adjacent to a city, town or village, the rate to apply shall be that which applies from or to the city, town or village closest to such point.

ITEM 985

VEHICLES FURNISHED BUT NOT USED

When carrier has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used, the charge will be **\$202.91** (Note A and B) per vehicle per day and shall be assessed against the consignor making such request.

If dispatch occurs on Saturday, Sunday or Holiday provisions of item 754 will apply.

NOTE A: Accrual of these charges will terminate when carrier is notified that the vehicle will not be used.

NOTE B: There will be an additional charge of **\$20.28** per 15 minutes or fraction thereof for delay of each driver after 30 minutes of free-time.

ITEM 995

WEIGHTS – Gross Weights and Dunnage

- SEC. 1.** Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- SEC. 2.** Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, shall be excluded from the gross weight.
- SEC. 3.** Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, when required to protect or make truckload shipments secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:
- a) When the carrier furnishes materials, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
 - b) The labor charge for installation of shipper or carrier furnished material will be at the rate of **\$21.98** per hour or fraction thereof, for each man.

ITEM 997

TRUCKLOAD MINIMUM WEIGHT

(a) Except where otherwise specifically provided in commodity items, the terms “truckload”, “truckload shipments” and “truckload basis” shall mean any shipment moving at rates subject to truckload minimum weights, and the truckload minimum weight on articles subject to class rates, discounts expressed as a percentage of class rate charges and Column Commodity Rates expressed as a percentage of Class rates, shall be:

- a. 20,000 pounds on articles rated class 125 or lower.
- b. 10,000 pounds on articles rated class 150 or higher.

(b) Except where otherwise specifically provided in commodity items, truckload commodity rates published in schedules governed by this schedule will be subject to a minimum weight of 20,000 pounds.

ITEM 1000

IMPORT/EXPORT SHIPMENTS

1. Any shipment subject to the terms and conditions of this schedule moving between JFK International Airport and points listed in the carriers service directory having prior or subsequent transportation via air or any shipment picked up or delivered as the case may be, directly adjacent (2 air miles) thereto which has no prior or subsequent air transportation shall be subject to the following Freight All Kinds classifications. Minimum charges for this section shall be calculated using the class 100 less than 500-pound rate per 100 pounds multiplied by 300 pounds. The sum is the applicable minimum charge.
2. Apply class 100 from the applicable negotiated rate level for commodities rated at class 100 and lower as described in NMFC 100 series.
3. Apply the actual NMFC classification from the negotiated rate level for commodities rated at class 110 and higher as described in NMFC 100 series.

Note: Provisions of this item are subject to liability limitations outlined in item 848-30 of this schedule.

ITEM 1010

"EXEMPT" COMMODITIES AND NMFC COMMODITIES LISTED AS "NOT TAKEN"
(Exception to the National Motor Freight Classification)

1. For shipments of commodities classified in the National Motor Freight Classification as "exempt" or "not taken", the rating class will be determined based upon the density in pounds per cubic foot as follows.

POUNDS PER CUBIC FOOT	CLASS
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	150
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 or greater	70

2. If a shipment is accepted wherein density is not listed, charges will initially be assessed on the basis of the highest class shown. Upon proof of the actual density, freight charges will be adjusted accordingly.

3. Commodities rated using the above provisions shall be subject to a released value not exceeding \$.50 per pound per package.

ITEM 1015

SECURITY INSPECTION

Government facilities requiring offsite inspection by Government Security Experts prior to pick up or delivery of a shipment shall be subject to the following charges in addition to any other lawfully applicable freight charges.

Charge: \$40.00 per shipment.

ITEM 1020-1

GUARANTEED DAY DEFINITE SERVICE

Guaranteed Day Definite service shall be defined as follows and subject to the charges listed below:

This service is only applicable on shipments originated by New Penn and delivered to points served directly by New Penn.

Subject shipments will be made available for delivery on the scheduled day of delivery between the hours of 8 AM and 3:30 PM per the New Penn service standard transit times available at www.newpenn.com on the day of shipment. Failure to deliver in accordance with this agreement will result in the 100% cancellation of the freight charges. New Penn shall not be liable under any circumstances for any consequential, special or incidental damages. Requests for the service are made by applying a New Penn Guaranteed Pickup Label to the bill of lading and checking the Day Definite box shown on the label or verbally to a New Penn Representative, who will fax a Guaranteed Day Definite agreement to the requesting party for signature and return fax to NPME. If neither the AM Delivery nor the Day Definite Delivery box on the pickup label are clearly marked, provisions of this item will apply.

Provisions of this item do not apply to shipments which are delayed due to causes beyond New Penn's control including, but not limited to, acts of God, the unavailability or refusal by the consignee to accept delivery on the scheduled day, impassable highways, public authorities acting with apparent or actual authority, riots, or labor disputes. New Penn Guaranteed service is not available on shipments requiring protection from freezing, poisons or shipments requiring specialized equipment.

Except as otherwise provided, a Guaranteed Day Definite Service Fee of **20%** of the net linehaul charges, subject to a minimum charge of **\$30.00** shall apply in addition to all other applicable charges to shipments where Guaranteed Day-Definite service as outlined above has been requested.(Note 1)

Note 1: The shipper will be responsible for the freight charges on collect shipments when New Penn has not received payment from the consignee within 45 days of the date of shipment.

ITEM 1020-2

GUARANTEED TIME DEFINITE DELIVERY SERVICE

Guaranteed Time Definite Delivery Service shall be defined as follows and subject to the charges listed below:

- (1) This service is only applicable for time-designated deliveries between the hours of 8AM and 6PM (Note 1) and only for shipments originated by New Penn and delivered to points served directly by New Penn.
- (2) Subject shipments will be made available for delivery per the New Penn service standard transit times available at www.newpenn.com on the day of shipment. Failure to deliver in accordance with this agreement will result in the 100% cancellation of the freight charges. New Penn shall not be liable under any circumstances for any consequential, special or incidental damages. Requests for the service are made by applying a New Penn Guaranteed Pickup Label to the bill of lading and checking the Time Definite Delivery box shown on the label or verbally to a New Penn Representative, who will fax a Guaranteed Time Definite Delivery agreement to the requesting party for signature and return fax to NPME. If the appropriate Time Definite Delivery box is not clearly marked on the pickup label the provisions of Item 1020-1 shown herein shall apply.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

- (3) Provisions of this item do not apply to shipments which are delayed due to causes beyond New Penn's control including, but not limited to, acts of God, the unavailability or refusal by the consignee to accept delivery on the scheduled day between the specified times, impassable highways, public authorities acting with apparent or actual authority, riots, or labor disputes. New Penn Guaranteed service is not available on shipments requiring protection from freezing, poisons or shipments requiring specialized equipment.
- (4) Except as otherwise provided, the charges shall be as follows:
 - a) Deliveries between 8 AM and 12 Noon on the scheduled date shall be subject to a charge **30%** of the net line haul charges with a **\$60.00** minimum. (These charges also apply to any request for delivery by a specific time prior to 5 PM). Notes 2 & 3
 - b) Deliveries between 8 AM and 9AM on the scheduled date shall be subject to a charge **40%** of the net line haul charges with a **\$100.00** minimum. Notes 2 & 3
 - c) Deliveries within a designated time window of 2 hours or more (i.e. 8AM – 10AM) shall be subject to a charge of **40%** of the net line haul charges with a minimum of **\$125.00**. Notes 2 & 3
 - d) Deliveries within a designated time window of at least 1 hour, but less than 2 hours shall be subject to charge **45%** of the net line haul charges with a minimum of **\$175.00**. (Delivery at a specific time or within a time window of less than one hour is not guaranteed. Delivery requested for a specific time shall be considered on time if delivered up to 60 minutes later than the specified time. For example, a delivery requested at 9AM shall be considered on time if delivered between 9AM and 10AM.) Notes 2 & 3

Note 1. Shipments requiring Guaranteed Time Definite delivery, which begins prior to 8AM or after 6PM, shall be subject to additional charges which must be negotiated with the New Penn Pricing Department at 800-950-5046, extension 4204.

Note 2. The shipper will be responsible for the freight charges on collect shipments when New Penn has not received payment from the consignee within 45 days of the date of shipment.

Note 3. Minimum fee for delivery within a designated time window to New York City zip code prefixes 100-104, 111-114 is **\$250.00**.

ITEM 1030

Fuel Related Increases

When specific reference is made to this item the following fuel surcharge agreement shall apply:

The following Fuel Surcharge will be added to the LTL Carrier Transportation rates and charges(excluding non-transportation accessorials) on all shipments subject to provisions of our Agreement. This surcharge will be based on an average of the New England Region and Central Atlantic Region "Diesel Price Index" issued on Monday of each week by the United States Department of Energy. The resulting surcharge will be effective on Tuesday of each week for seven days. The current D.O.E. diesel fuel prices can be obtained by calling 1-202-586-6966 (24 hours per day).

AT LEAST:	BUT NOT MORE THAN	LTL
110 cents	114.9 cents	.50%
115 cents	119.9 cents	1.00%
120 cents	124.9 cents	1.50%
125 cents	129.9 cents	2.00%
130 cents	134.9 cents	2.50%
135 cents	139.9 cents	3.00%
140 cents	144.9 cents	3.50%
145 cents	149.9 cents	4.00%

For each 5(five) cent increment over 145 cents, the fuel surcharge will increase by an additional .50% The applicable fuel surcharge will be shown as a separate entry on the freight bill.

For explanation of abbreviations, reference marks and symbols, see Item 500000.

ITEM 1035

End of Month or Incentive Discounts

1. Except as otherwise indicated, End of Month or Incentive discounts shall only be paid on single line shipments via New Penn Motor Express or joint line shipments between New Penn Motor Express and Wilson Trucking; and Alvan Motor Lines. All other joint line shipments via New Penn Motor Express and other connecting lines shall be excluded from payment of End of Month or Incentive discounts.
 2. Except as otherwise indicated, End of Month or Incentive discounts shall not be paid on established base or flat minimum charges.
 3. End of Month or Incentive Discounts shall be calculated and paid based upon line haul revenue only. Accessorial charges, including fuel surcharge are not included in any incentive calculation.
 4. Except as otherwise indicated, End of Month or Incentive discounts shall not be paid on Truckload rated shipments.
-

ITEM 1040

High Cost Delivery Fee

Except as otherwise indicated, shipments consigned to New York City zip code locations 10000 through 10299 and Washington, DC zip code locations 20000 through 20099 and 20200 through 20599 are subject to a surcharge of **\$37.50** per shipment that will apply on both prepaid and collect shipments.

ITEM 1045

Outbound Collect Discounts

Except as otherwise indicated, effective 3/20/06, NPME will no longer honor agreements made for "outbound collect" discounts. This policy will apply to any pricing agreement governed by NPME 100 where reference is made to "outbound collect" discounting dated prior to 3/20/06. Refer to item 763 of this schedule for discounting provisions on collect shipments where the consignee has no established pricing with NPME. Pricing agreements dated 3/20/06 and beyond have no application to this item.

ITEM 2000

CLAIMS - Filing Time Limits

1. Loss and Damage Claims:
All claims for lost, damage or delayed shipments must be filed in writing and received by New Penn within nine (9) months of the date of delivery of the shipment. Or in the case of non-delivery within nine (9) months of the date the shipment was tendered to New Penn plus a reasonable amount of time for the delivery to have been accomplished.
2. Overcharge, Undercharge Claims:
If a shipper seeks to contest the charges originally billed or additional charges subsequently billed the shipper may request that the Surface Transportation Board determine whether the charges billed must be paid. A shipper must contest the original bill or subsequent bill within 180 days of receipt of the bill in order to have the right to contest such charges.

ITEM 2100

Canadian Claim Liability

1. Unless a signed agreement between the Shipper, Consignee or Third Party appearing on the Bill of Lading exists, claim liability for shipments originating in Canada shall be determined by Canadian Provincial Law subject to New Penn Motor Express's maximum liability of \$25.00 per pound times the weight of the lost or damaged article(s).
2. Carrier's liability will be a maximum of \$2.00 per pound times the weight of the complete shipment, the destination value of the lost or damaged article(s) or a maximum of \$25.00 per pound times the weight of the lost or damaged article(s). The shipper can increase carrier's liability to a maximum of \$25.00 per pound by declaring the value on the face of the Bill of Lading. There shall be an excess liability charge of 1% of the declared value added to the freight bill.

ITEM 2200

Beyond Charges to Alaska

Listed below are the class rates that are applicable for shipments to Alaska. These beyond charges are applicable only to the cities listed below. If a shipment is consigned to a city other than what is shown then beyond charges are still applicable however the charges will be obtained from USF Reddaway.

1. Shipments are subject to all other provisions shown in NPME 100 Special Services Schedule.
2. Shipments are subject to the provisions of National Motor Freight Classification 100 Series.
3. This item applies only on Outbound Prepaid shipments.
4. Rates apply only from Tacoma/Fife, WA to Alaska destinations shown.
5. Rates are subject to carrier increases and fuel surcharges listed in this item.
6. Unless otherwise indicated, for classes higher than 100, multiply the class 100 rate times the class multiplier. Example.....class 100 rate is 50.27, actual class is 200, so the equation is $50.27 \times 2.00 = 100.54$
7. Rates are subject to the following fees when applicable:
 - a. Keep from freezing: \$1.33/cwt, \$26.65 AMC and \$375.00 MAX
 - b. Residential Delivery: \$73.00 per shipment
 - c. Hazardous Materials: \$1.75/cwt, \$53.60 AMC and \$166.00 MAX
 - d. Inside Delivery: \$3.42/cwt, \$35.15 AMC and \$300.00 MAX
 - e. COD Fee: 5% of COD amount, \$56.00 AMC and \$222.00 MAX
 - f. Liftgate Fee: \$4.77/cwt, \$90.02 AMC and \$227.69 MAX
 - g. Notify on Arrival: Flat Fee \$29.12

Destination: Anchorage/ Elmendorf/ Fort Richardson				
Minimum charge: \$93.00				
Class	Rates are in dollars per hundred weight			
	Minimum weight per shipment			
	LTL	2M	5M	10M
50 and lower	30.71	29.38	28.86	27.70
55/60	33.31	31.70	30.93	30.18
65/70	35.88	34.25	33.51	32.43
77.5/85	45.26	43.23	42.12	40.62
92.5/100	53.24	50.95	49.47	46.90
110	58.56	56.04	54.41	51.59
125	66.55	63.70	61.84	58.63
150	79.86	76.44	74.21	70.37

For explanation of abbreviations, reference marks and symbols, see Item 500000.

Destination: Fairbanks/ Fort Wainwright/ North Pole				
Minimum charge: \$131.00				
Class	Rates are in dollars per hundred weight			
	Minimum weight per shipment			
	LTL	2M	5M	10M
50 and lower	36.85	35.15	34.42	33.61
55/60	39.85	38.04	37.10	36.08
65/70	42.89	40.86	40.04	38.62
77.5/85	54.20	51.67	50.43	48.71
92.5/100	63.54	60.88	59.47	57.82
110	67.09	66.98	65.41	63.61
125	79.44	76.10	74.33	72.28
150	95.30	91.33	89.18	86.74
Destination: Palmer/ Wasilla/ Eagle River/ Eklutna / Birchwood/ Chugiak				
Minimum charge: \$137.00				
Class	Rates are in dollars per hundred weight			
	Minimum weight per shipment			
	LTL	2M	5M	10M
50 and lower	38.62	35.74	32.01	29.69
55/60	41.08	37.91	33.94	32.01
65/70	43.47	40.34	36.41	34.17
77.5/85	52.33	48.83	44.51	41.88
92.5/100	59.87	56.12	51.46	47.86
Destination: Kenai /Soldotna/Seward				
Minimum charge: \$112.00				
Class	Rates are in dollars per hundred weight			
	Minimum weight per shipment			
	LTL	2M	5M	10M
50 and lower	35.40	33.94	32.88	31.95
55/60	38.22	36.42	35.48	34.59
65/70	41.29	39.30	38.39	37.36
77.5/85	51.90	49.47	48.51	46.90
92.5/100	61.16	58.55	56.95	53.17
Destination: Kodiak				
Minimum charge: \$153.00				
Class	Rates are in dollars per hundred weight			
	Minimum weight per shipment			
	LTL	5M	10M	
50 and lower	52.55	46.52	39.41	
55/60	55.65	49.26	39.41	
65/70	63.43	55.65	44.68	
77.5/85	75.49	67.27	53.88	
92.5/100	87.23	77.90	62.49	
Destination: Cordova				
Minimum charge: \$199.00				
Class	Rates are in dollars per hundred weight			
	Minimum weight per shipment			
	LTL	5M	10M	
45/50	58.11	54.95	49.46	
55/60	68.51	60.95	52.55	
65/70	76.96	69.77	59.72	
77.5/85	86.59	76.62	65.97	
92.5/100	103.05	96.04	81.84	

For explanation of abbreviations, reference marks and symbols, see Item 500000.

Destination: Petersburg			
Minimum charge: \$70.00			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	5M	10M
60/55/50	26.98	23.59	19.61
70/65	30.67	26.82	22.68
77.5	34.15	29.83	25.83
85	36.51	31.95	27.75
92.5	40.23	35.17	30.67
100	42.03	36.82	32.17
Destination: Sitka			
Minimum charge: \$70.00			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	5M	10M
60/55/50	28.92	25.39	21.18
70/65	32.49	28.61	24.43
77.5	36.14	31.79	27.87
85	39.51	34.79	30.35
92.5	44.41	39.08	34.30
100	45.89	40.37	35.44
Destination: Skagway			
Minimum charge: \$77.50			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	5M	10M
60/55/50	29.45	25.66	21.36
70/65	33.54	29.25	28.18
77.5	37.23	32.48	28.18
85	39.85	34.06	30.10
92.5	43.86	38.25	33.56
100	48.15	41.99	35.14
Destination: Haines / Klukwan			
Minimum charge: \$77.50			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	5M	10M
60/55/50	26.79	23.47	19.46
70/65	30.50	26.69	25.60
77.5	33.90	29.67	25.60
85	36.26	31.75	27.42
92.5	39.87	34.95	34.33
100	41.75	36.50	31.94

For explanation of abbreviations, reference marks and symbols, see Item 500000.

Destination: Wrangell								
Minimum charge: \$75.00								
Class	Rates are in dollars per hundred weight							
	Minimum weight per shipment							
	LTL	5M			10M			
60/55/50	29.15	25.53			21.17			
70/65	33.16	29.02			24.45			
77.5	36.84	32.26			27.93			
85	39.48	34.53			29.99			
92.5	43.40	37.99			33.16			
100	45.39	39.78			34.78			
Destination: Hoonah								
Minimum charge: \$160.00								
Class	Rates are in dollars per hundred weight							
	Minimum weight per shipment							
	LTL	5M			10M			
60/55/50	43.01	37.91			29.86			
70/65	47.18	41.43			37.52			
77.5	51.08	44.58			37.52			
85	53.75	46.88			40.94			
92.5	57.85	50.33			45.54			
100	60.00	52.07			47.97			
Destination: Juneau/Douglas								
Minimum charge: \$70.00								
Class	Rates are in dollars per hundred weight							
	Minimum weight per shipment							
	LTL	5M	6M	7M	8M	10M	12M	14M
60/55/50	24.71	20.58	-	-	-	-	-	14.89
70/65	29.72	24.76	-	-	-	-	17.31	-
77.5	33.04	27.49	-	-	-	20.80	-	-
85	35.37	29.45	-	-	26.01	-	-	-
92.5	38.90	32.42	-	28.31	-	-	-	-
100	40.71	33.92	29.66	-	-	-	-	-
Destination: Ketchikan								
Minimum charge: \$70.00								
Minimum Weight Per Shipment	Rates are in dollars per hundred weight							
	Minimum weight per shipment							
	Class							
	60/50	70/65	77.5	85	92.5	100		
LTL	21.23	22.76	26.81	27.67	30.01	32.52		

For explanation of abbreviations, reference marks and symbols, see Item 500000.

Destination: Craig / Klawock/ Chatham/ Hydaburg/ Metlakatla/ Gustavus			
Minimum charge: \$108.00			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	5M	10M
60/55/50	23.18	19.00	19.59
70/65	29.02	24.78	21.52
77.5	34.10	29.12	25.30
85	35.15	44.10	26.04
92.5	38.25	32.65	28.19
100	41.22	35.16	30.91
Destination: Meyers Chuck/ Hyder			
Minimum charge: \$115.50			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	5M	10M
60/55/50	31.85	27.41	27.13
70/65	33.02	31.26	30.07
77.5	41.32	38.10	32.85
85	49.73	45.26	37.05
92.5	54.22	50.95	38.65
100	56.12	53.30	40.78
Destination: Eielson A.F.B.			
For Eielson AFB Rates & minimum Charges, add the following to rates & minimum charges for Fairbanks, AK shown on page 1 of this item.			
Minimum Charge	Rates are in dollars per hundred weight		
	LTL		
23.32	2.55		
Destination: Homer/Sterling			
Minimum charge: \$155.00			
Class	Rates are in dollars per hundred weight		
	Minimum weight per shipment		
	LTL	2M	5M
92.5/100	68.42	62.45	57.59
77.5/85	60.27	55.07	50.05
65/70	50.20	45.03	42.67
55/60	41.56	38.24	35.58
50	40.43	37.23	34.63

For explanation of abbreviations, reference marks and symbols, see Item 500000.

Alaska Fuel Surcharge Percentage by City:

Anchorage, AK	22.5%
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Central Cities of Alaska	21.5%
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Elmendorf	Wasille	Delta	Ft. Richardson
Ft Greely	Eielson	Kenai	North Pole
Seward	Chugiak	Fairbanks	Big Lake
Ft Wainwright	Cooper Landing	Cordova	Nikiski
Glennallen	Sterling	Valdez	Soldotna
Homer	Anchor Point	Palmer	Denali
Kodiak	Healy	Eagle River	

Southeast Cities of Alaska	20.5%
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Chatham	Klukwan	Craig	Metlakatla
Douglas	Meyers Chuck	Gustavus	Mt. Edgecumbe
Haines	Petersburg	Hydaburg	Saxton
Hoonah	Sitka	Hyder	Skagway
Juneau	Thorne Bay	Ketchikan	Ward Cove
Klawock	Wran		

ITEM 2210

Canadian Cross Border Security Fee

Except as otherwise indicated, a Cross-Border Security Fee of \$12.00 per shipment will apply on all Cross-border shipments between Canada and the United States for security enhancements, border delays, continuing technology investments to integrate U.S. and Canadian operations, requirements and certifications to ship cross-border (*i.e.*, CSA, C-TPAT FAST, *etc.*), and customs processing.

ITEM 2215

Pickup and Delivery Charge, Big Bend, TX Area

Except as otherwise indicated, shipments picked up at or delivered to the following will be subject to an additional arbitrary charge of \$12.90 per 100 pounds subject to a minimum charge of \$150.00.

Zips: 79718, 79734-35, 79780-81, 79786, 79830-32, 79834, 79842-43, 79845-46, 79848, 79850, 79852, 79854

ITEM 500000

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

[R]	Reduction
[A]	Increase.
[C]	Denotes change in wording which results in neither increase nor reduction in charges.
[12]	Provisions of Note 12 will not apply in connection with this point or charge, as the case may be.
[a]	Add.
AQ	Any Quantity
ATA	American Trucking Association, Inc
[c]	Cancel
COD	Collect on Delivery.
C.T	Carriers Terminal
CY	County
ECMA	EC-MAC Motor Carriers Service Association, Inc.
[F]	NOT APPLICABLE on traffic moving under Rate Basis Numbers 1-24 and 2270-2291 of NPME 572 Series.
[G]	APPLICABLE ONLY on traffic moving under Rate Basis Numbers 1-24 and 2270-2291 of NPME 572 Series
KD	Knocked Down
KDF	Knocked Down Flat
Lbs	Pounds.
LTL	Less-than-truckload
M	Denotes Truckload Minimum Weight in thousand pounds indicated (See example): EXAMPLE: 24M means truckload minimum weight is 24,000 pounds. 6.5M means truckload minimum weight is 6,500 pounds
MAX. WT	Maximum weight per trailer
MIN. WT	Minimum Weight
(N)	Note(s). EXAMPLE: (N2) means (Note 2); (N2,12) means (Notes 2 and 12)
NMFC	National Motor Freight Classification
NMF	National Motor Freight Traffic Association, Inc., Agent.
NPME	New Penn Motor Express, Inc.
TL	Truckload.
Via	By way of.
WT	Weight

(THE END)