

# RULES TARIFF

U.S. DOT #070289 | MC #119399

## JULY 3, 2022

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# CONTRACT FREIGHTERS, INC. D/B/A CFI

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## PREFACE

A. This Rules Tariff contains the standard terms and conditions for full truckload dry van and temperature controlled transportation and logistics services to be provided by Contract Freighters, Inc. d/b/a CFI (herein "Carrier"), a Missouri corporation, pursuant to U.S. Department of Transportation operating authority DOT#070289, MC#119399, and in consideration of the standard line haul charges, including normal pick up service at origin, over the road transportation of the commodities, and normal delivery at final destination at a dock facility designed to receive freight shipments.

B. This Rules Tariff contains the charges and descriptions for optional services that may be requested by Shipper, consignee or third party payer beyond those normally associated with standard transportation. The rules, charges and conditions of these optional services will apply on all shipments moving under pricing publications and agreements, including individual customer agreements, where reference to this Rules Tariff is shown as a governing publication.

C. This Rules Tariff supersedes all prior tariffs applicable to the services provided by Carrier, and all revisions and supplements thereto.

## 100 GOVERNING RULES, REGULATIONS AND PUBLICATIONS

A. This Rules Tariff, which is subject to amendment without prior notice, shall be applicable to all transportation and logistics services provided by Carrier, except to the extent (i) prohibited by law, or (ii) as otherwise expressly agreed by Carrier and its Customer or the Shipper in writing, or by specific negative reference hereto.

B. Where reference is made to a tariff, Item, note, rule, or other provision, such reference will include all supplemental corrections or successive issues of said tariffs, Items, notes, rules, or other provisions.

C. Carrier is not bound to transport property in any particular Vehicle, or in time for any particular market or markets, other than to transport the merchandise with reasonable dispatch.

D. All authorities are over irregular routes for transport by motor vehicle in interstate or foreign commerce transporting general commodities, except as otherwise provided herein.

## 105 AMENDMENTS

A. Carrier may amend, replace or cancel the provisions of this Rules Tariff at any time, except as prohibited by applicable law or otherwise expressly agreed by written contract, by posting the revised Rules Tariff on Carrier's website at [www.cfidrive.com](http://www.cfidrive.com). Shipper is advised that the published terms and conditions of this Rules Tariff on the date of load tender will apply to all shipments, that Shipper may request a copy of this Rules Tariff from Carrier, and that this Rules Tariff is an uncontrolled document if printed.

## 110 BROKERAGE AUTHORITY

A. Carrier reserves the right to arrange for transportation services under its brokerage authority. In the event Carrier acts as a broker and is listed on a bill of lading as the carrier, it shall be for convenience only and shall not change the status of Carrier acting as a broker.

## 115 CODE OF CONDUCT

A. Customer agrees to comply with all applicable laws, rules and regulations, and business policies located at: <https://tfiintl.com/en/governance/>

## 120 DISPUTE RESOLUTION

A. General principles of federal transportation law, jurisdiction and venue state shall apply. All matters arising out of or relating to the parties, shipments or services hereunder shall be governed by State of Missouri law without regard to its conflicts of law provisions. U.S.C. Title 49 rights or remedies (except registration, insurance or safety fitness provisions) contrary to or inconsistent with this Rules Tariff are hereby waived. In the event of any dispute pursuant or related to, or arising out of, this Rules Tariff or transaction, including but not limited to the effect of any term, covenant or provision, any

litigation must be filed in the state or federal courts embracing Jasper County, Missouri, and the parties waive any objections to the jurisdiction of such courts and to venue in such courts. To the extent not prohibited by applicable law, claims and disputes arising under or relating to this Agreement shall be settled by binding arbitration in the State of Missouri or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the transportation industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

## **125 FORCE MAJEURE**

A. Any failure of performance by Carrier shall be excused, and Carrier's obligations shall be temporarily suspended, to the extent that Carrier's performance is prevented, delayed or impaired by reason of acts of God, acts of a public authority, acts of a public enemy, fire, flood, adverse weather or road conditions, labor strike or discord, civil commotion or riot or other disorder (including terrorist attacks and/or an acts of terrorism), closing of the public highways, or other contingencies, whether similar or dissimilar to those named, beyond Carrier's reasonable control.

B. Nothing in this Rules Tariff shall be construed as binding on the part of Carrier to accept shipments for delivery at destination to which, because of conditions of roadways, streets, alleys, or premises, it is impracticable to operate Carrier's Vehicles or to require delivery to locations at destinations where it is impracticable to operate Carrier's Vehicles. In such cases, delivery will be made at the nearest point or location to the billed destinations to which it is practicable to operate Carrier's Vehicle. Carrier will notify consignee of its inability to make delivery at the billed destination and also advise the consignee of the point or location where delivery has been made.

## **130 LIABILITY LIMITATIONS**

A. Carrier shall have no liability for indirect or consequential damages of the other party, including, but not limited to, loss of profits, loss of business, loss of Customer goodwill or punitive or exemplary damages, even if such party has been advised of the possibility of such damages or if such damages were reasonably foreseeable, and regardless of the legal theory under which such damages are claimed, whether in contract, tort or otherwise.

## **135 NON-EXCLUSIVE**

A. Nothing in this Rules Tariff shall be interpreted or construed as creating or establishing an exclusive relationship between the parties, or create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the parties hereto.

## **140 NON-WAIVER**

A. Failure or delay of either party to enforce at any time any provision of this Rules Tariff shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Rules Tariff.

## **145 NOTICES**

A. Notices shall be in writing and sent to the parties by (i) by certified mail with return receipt requested, or (ii) by expedited courier with delivery receipt, to the last known business address or any other addresses of which either party shall notify the other party in writing. Notices shall be deemed effective on the date of actual receipt evidenced by the sending party. Copies of all legal notices to Carrier shall be sent to Attention: Legal Department.

## **150 RECORD RETENTION**

A. Copies of bills of lading and related shipping documents shall be retained by Carrier for three (3) years after delivery of the applicable shipment, or for such greater period of time as may be required by applicable federal or state laws, rules, or regulations.

**155 GOVERNING PUBLICATIONS**

A. This Rules Tariff is governed by the following described tariffs, except as otherwise provided herein, and by supplements thereto or successive issues thereof.

<b>PUBLICATION</b>	<b>ISSUING AGENT OR CARRIER</b>
U.S. Mileage Guide	Rand McNally, Practical, Current Version Household Goods Carrier Bureau  PC Miler, Practical, Current Version
U.S. Postal Service 5-Digit Zip Code Directory	U.S. Postal Service
U.S. Hazardous Materials Regulation	U.S. Department of Transportation CFR Title 49
Canada National 6-Digit Postal Code Directory	Canada Post Corporation

**200 DEFINITIONS**

A. The terms as used in this Rules Tariff, whether singular or plural, capitalized or uncapitalized, shall have the following meaning.

1. **Affiliate.** A company that is directly or indirectly under the common control of Contract Freighters, Inc. or the parent company, TFI International Inc.

2. **Business Hours.** Those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc. open for the transaction of business to all concerned.

3. **Bill of Lading.** The document signed by the carrier evidencing the receipt of goods for shipment. In the event of a conflict between the terms and conditions on a bill of lading and this Rules Tariff, the terms and conditions of this Rules Tariff shall control.

4. **Carrier.** The party performing transportation services under applicable motor carrier operating authority.

5. **Charges.** Fuel surcharges, accessorial services fees and linehaul charges.

6. **Customer.** The party requesting transportation and logistics services from Carrier.

7. **Consecutive Numbers.** Where consecutive numbers are represented in this Rules Tariff, or in tariffs governed by this Rules Tariff, by the first and last numbers connected by the word "to", "through" or a dash "-", they will be understood to include both of the numbers shown, and the intervening numbers.

8. **Fractions.** In computing freight charges or distances, all fractions must be retained at their full value until the final result is obtained, and then all remaining fractions will be disposed of in the following manner:

Fractions of less than ½ (0.5)                      Omit

Fractions of ½ (0.5) or greater                      Increase to the next whole unit

9. **Holidays.** U.S. Holidays: New Year's Day, Memorial Day, Independence, Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. Holidays which fall on a Saturday normally will be observed on the preceding Friday, and Holidays which fall on a Sunday normally will be observed on the following Monday.

10. **Load.** The amount of freight transported or to be transported on a Vehicle at one time.

11. Loading. Includes (i) furnishing of the bill of lading, forwarding directions, or other documents necessary for forwarding the shipment to Carrier; and (ii) notification to Carrier that the Vehicle is loaded and ready for forwarding.
12. Payor. The party designated by Carrier, at the time of shipment, that is liable for the freight charges.
13. Per Loaded Mile. All miles from point of origin of a shipment to point of final destination of all or any portion of a shipment.
14. Per Vehicle Used. The quantity of freight tendered on a shipment that safely, properly, and lawfully can be transported on one Vehicle as one load and at one time.
15. Points in the United States. All points within the contiguous United States (U.S.) and/or points between the continuous United States and Alaska. The definition of the United States shall exclude Hawaii.
16. Premises. The entire property at or near the physical facilities of consignor, consignee, or other designated party.
17. Shipper. The party that tenders goods for transportation.
18. Shipment. A quantity of freight received from one Shipper, at one point of origin, or from places within a single plant, at one time, for one consignee at one destination and covered by one bill of lading or written shipping order, for transportation in one Vehicle, except as otherwise provided.
19. Site. A specific location at or on the premises of consignor, consignee, or other designated party.
20. Spotting. The placing of a Trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the Trailer, and leaving the Trailer in full possession of consignor, consignee, or other designated party unattended by Carrier's employee and unaccompanied by power unit. Carrier will not move the Trailer until such time as it has received notification that the Trailer is ready for pick up at any site or premises. The consignor, consignee, or other designated party may shift the spotted Trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty Trailers placed at the premises of consignor without specific request are not spotted until Carrier receives a consignor's request and places a Trailer for spotting. Movement of the Trailer from the consignor's premises to the specific site for spotting shall be the obligation of Carrier, and free time shall accrue as provided herein.
21. Tractor. A mechanically powered unit used to propel or draw a Trailer upon the highways.
22. Trailer. A mobile unit with wheels used to transport property.
23. Truck. Any unit or combination of units, such term to be considered to mean any single load carrying Vehicle propelled or drawn by mechanical power and used upon the highways in the transportation of property.
24. Unloading. Includes (i) payment of lawful charges to Carrier when required prior to delivery of the shipment; (ii) notification to Carrier that Vehicle is unloaded and ready for forwarding, and (iii) signing of the delivery receipt.
25. Used Cargo. Including, but not limited to, commodities that have been rebuilt, reconditioned, remanufactured, refurbished or repurposed.
26. Vehicle. Any combination of tractor and semi-Trailers and full Trailer that moves as a unit propelled or drawn by one power unit.
27. Via Stop Off Point. The actual route of movement of the Carrier's Vehicle, subject to shipping instructions issued by Shipper on the bill of lading or shipping document tendered to Carrier with shipment.

### **300 FREIGHT CHARGES**

#### **305 ACCEPTANCE OF FREIGHT**

A. Carrier is not obligated to accept shipments that cannot be loaded or transported within the equipment ordinarily operated in the service of Carrier or to transport shipments contrary to the provisions of laws or regulations governing the transportation of property, the use of Vehicles, or the use of highways. Shipper will not tender property, nor involve Carrier in any shipment or transaction that is prohibited by any applicable law or regulation.

### **310 APPLICATION OF RATES**

A. Except as otherwise specifically provided, when there are conflicting rates in effect on a shipment, the provisions specifically established for the payor of the freight bill will take precedence over and will apply to the exclusion of any other rate. This rule applies also in those cases when the excluded provisions would have produced lower charges. For Example:

1. On third party payor bills, the rate established for the third party payor will supersede the application of the consignor's or consignee's rate.

2. On prepaid shipments, the consignor's rate will supersede the application of the consignee's.

3. On collect shipments, the consignee's rate supersedes the application of the consignor's rate.

4. Specific commodity rates will take precedence over distance commodity rates.

5. After a shipment has been delivered, changes in the payment terms of the bill will not be accepted.

B. Except as otherwise provided, all rates and charges assessed by Carrier are to be paid in U.S. Funds.

C. When specifically referenced in contract, rates and/or provisions named in this Rules Tariff, or in tariffs governed by this Rules Tariff, may be used as base rates and/or provisions for determination of rates and charges on shipments moving under contract schedules.

### **315 ADVANCING CHARGES**

A. No charges of any description will be advanced to shippers, owners, consignees, their warehousemen, or agents, except inbound freight and handling charges, cartage charges, storage charges, or other transportation charges, and only when the reshipping document or bill of lading is endorsed by Carrier guaranteeing all advance charges.

### **320 U.S. POSTAL ZIP CODES; APPLICATION OF ZONE RATE**

A. Where application of a rate in this Rules Tariff is made to, or from, a point designated as a "Zone", such rate will apply to, or from, all points within the 3-Digit Zip Codes defined by Carrier.

### **325 CANADA POSTAL ZIP CODES; PROVINCE REGIONS**

A. Where application of a rate in this Rules Tariff is made to, or from, a point designated as a "Zone", such rate will apply to, or from, all points within the Postal Codes defined.

### **330 BILL OF LADING**

A. Straight Bill of Lading.

1. A shipping receipt, bill of lading or comparable documentation in a generally accepted form will be issued for each shipment, but the absence or loss of such shipping documentation, in and of itself, shall not relieve either party of its obligations or responsibilities hereunder with respect to any shipment. If and to the extent that standard form bills of lading, etc., are employed by the parties as shipping documentation for individual shipments, the pre-printed and/or referenced standardized terms and conditions of such bills of lading/documentation shall have no application to the parties' shipments to the extent they contradict or otherwise conflict with this Rules Tariff.

2. Shipments are governed by applicable mandatory law, except to the extent of a conflict with this Rules Tariff, or the Uniform Straight Bill of Lading Contract Terms and Conditions. The pre-printed and/or standardized



terms and conditions of a bill of lading or other shipping documents shall be inapplicable to contract carriage, to the extent such terms and conditions conflict with this Rules Tariff.

3. Except as otherwise provided, the name and address of only one shipper and one consignee and only one destination shall appear on a shipping order or bill of lading. When shipments are consigned to a place of which there are two or more of the same name in the state, the name of the county must be shown.

4. Carrier will not accept for transportation shipments tendered on Order Notify Bill of Lading.

**B. Shipper Bill of Lading**

1. If Shipper produces a shipping receipt, bill of lading or other comparable documentation at the time of cargo tender to Carrier, signature on behalf of Carrier's driver on such documentation represents "receipt" of cargo only.

2. The terms and conditions of any shipping documentation (example: shipping receipt, bill of lading, manifest, or comparable documents) governing the transportation of cargo by Carrier shall be subject to the provisions of this Item 330 - Bill of Lading. For avoidance of doubt, no other terms and conditions appearing upon or making reference to Shipper's terms and conditions on any shipping document for acceptance of load tender shall be of any effect.

**335 APPLICABLE RATES**

A. Quoted Rates. Quotes are for informational purposes only. The correct and applicable rates and charges for a movement shall be those rates and charges individually determined or contractually established in writing prior to the shipment.

1. In cases of contract carriage, if Carrier tenders or causes to be tendered to Carrier, and Carrier accepts and transports, any shipment subject to a contract without the rates or charges therefore having first properly been made a part of the contract, the rates and charges for such shipment shall be reasonable and shall reflect the contemporaneously prevailing level of common Carrier rates and charges for similar services provided by Carrier.

2. Line-haul, ancillary and other rates which have been individually determined in writing between this Carrier and a Shipper or other Customer, under contract or otherwise, shall prevail over any conflicting method provided by this Rules Tariff for determining such rates. This Rules Tariff provisions for determining linehaul rates and other charges shall be determinative only in the absence of an individually determined rate for such transportation or service.

3. In the event the payer has no applicable pricing, or the payer's pricing is excepted or made non-applicable through other effective provisions published by Carrier, such exceptions or non-application provisions will apply for the purpose of applying this rule and will prohibit the use of alternative pricing application on behalf of non-payer of the freight charges. For example:

- (a) Consignee or payer pricing is restricted, but Shipper or third party pricing is not restricted.
- (b) Consignee or payer has no applicable pricing exceptions, but Shipper or third party does.

4. Terms, conditions and provisions are part of the negotiated rates and/or charges and they will not alternate with any other rates and/or charges.

B. Rate Precedence. Rate precedence will be in the following order even when such precedence results in a higher charge, subject to other applicable provisions.

ORIGIN	DESTINATION
*A portion of a State/Province may be specified as: a county, group of counties, or a group of postal codes/zones.	
5 Digit Postal Code / Canadian 6-Digit Postal Code	5 Digit Postal Code / Canadian 6-Digit Postal Code
City to City	Via Point Rates
City, State/Province*	City, State/Province*
City, State/Province*	State or portion of State/Province*
State or portion of a State/Province*	City, State/Province*
Portion of a State/Province*	Portion of a State/Province*
Portion of a State/Province*	State/Province*

ORIGIN	DESTINATION
State/Province*	Portion of a State/Province*
State/Province*	State/Province*

- C. Mexican Carrier Rates. Mexican carrier shall be negotiated on a per carrier basis.

## 400 CARRIER LIABILITY

### 405 MAXIMUM CARGO LIABILITY

A. Carrier's cargo liability (whether as a Carrier, warehousemen or otherwise) shall not begin until after Carrier's goods have been loaded and accepted by Carrier, Carrier's driver has taken actual (not constructive) physical possession and control of the loaded Trailer, and Carrier's tractor and driver have transported the loaded Trailer off Carrier's property and onto the public roadway for immediate transportation to destination. The loading of Carrier's Trailer at Shipper's premises, signing of the bill of lading, other alleged acts of constructive delivery are not sufficient to initiate Carrier's cargo liability, provided however, that Carrier shall be liable for cargo damage resulting from collision accidents solely caused by the negligent driving of Carrier's drivers, employees or agents, even if such collision occurs on Carrier's or Customer's premises.

B. Except as provided elsewhere in this Rules Tariff, and absent full and strict compliance with said Item, Carrier's maximum liability per Truckload for cargo loss, damage or delay shall not exceed the least of the following, less any reasonable salvage value in any case:

1. Invoice cost of damaged cargo, or the damaged cargo's fair market value, whichever is less, or
2. Declared value on the bill of lading or other shipping documentation (or the value declared to customs officials for international shipments, if less), or
3. For loss or damage to new cargo within the contiguous United States and Canada: One Hundred Thousand U.S. Dollars (\$100,000 USD), unless another limit is applicable hereunder, or
4. For loss or damage to used cargo within the contiguous United States and Canada: The lesser of Five U.S. Cents per pound (\$0.05 U.S./lb.) or an amount equal to Carrier's linehaul charges for such load, or
5. For loss or damage to cargo within Mexico (or while Shipper's goods are in the custody or control of any customs brokers, freight forwarders, drayage companies, or cartage agents involved in transporting goods for or on behalf of Shipper at or across the U.S./Mexico border): No Cargo Liability, or
6. For loss or damage to cargo that is covered under any food, drug or cosmetics legislation, law, statute, code and or regulation: No Cargo Liability. Carrier makes no warranties or guarantees for cargo that is covered under any food, drug or cosmetics legislation, law, statute, code and or regulation and that is deemed to be or may be contaminated or adulterated under the definition of the legislation without a finding of actual damage or adulteration, as determined by third party quality assurance testing conducted at Shipper's cost, and any liability will be limited to the product actually damaged and not the entire shipment.
7. For delay in pick up or delivery of cargo: No Cargo Liability. Carrier makes no warranties or guarantees as to on-time pick up or delivery, unless additional charges or surcharges are paid for guaranteed service and any potential costs, expenses, penalties, customer chargebacks or other punitive amounts, if any, for guaranteed service are agreed to in writing by authorized corporate representatives of the parties prior to shipment tender. In the absence of such writing, the sole and exclusive recourse or remedy against Carrier related to late pick up and/or delivery shall be to cancel awarded lanes.

C. In addition, shipments are subject to the cargo liability provisions herein, which may further limit Carrier's liability for any given shipment below these maximum values.

D. Carrier will not accept corrected or substitute bills of lading or other shipping documentation, which purports to change the cargo's released or actual value.

E. Title 49 cargo liability rights and remedies which are contrary to this Item, or to this Rules Tariff, or other cargo liability provisions contained herein, are hereby waived to the fullest extent legally permitted.

**410 HIGH VALUE CARGO LIABILITY**

A. Carrier may authorize an increase of the \$100,000 liability limitation up to an absolute maximum of One Million U.S. Dollars (\$1,000,000 USD) upon written agreement of acceptance by authorized corporate representatives of the parties prior to shipment tender, and Customer shall pay excess valuation charges. The sole effect of such excess valuation charges and written consent shall be to change Carrier's \$100,000 liability limitation above, and shall not negate, affect or override any other applicable liability limitations under this Rules Tariff.

B. Title 49 cargo liability rights and remedies which are contrary to this Item, or to this Rules Tariff, or other cargo liability provisions contained herein, are hereby waived to the fullest extent legally permitted.

**415 USED CARGO LIABILITY**

A. Unless otherwise expressly agreed in writing, Carrier's maximum liability for used or reconditioned cargo will never exceed the lesser of Five U.S. Cents per pound (\$0.05 U.S./lb.) or an amount equal to Carrier's linehaul charges for such load, regardless of the circumstances, the rate charged or Carrier's knowledge of the nature of the cargo.

B. Shipper will assure proper packaging, loading and securement of used cargo prior to transportation, and will be fully responsible for and indemnify Carrier from all expense relating to fluid leakage, spillage, seepage, etc. or any other contamination caused by such cargo.

C. Failure of the Customer or Shipper to disclose or declare cargo as "used" will not alter the application of this Item.

D. Title 49 cargo liability rights and remedies which are contrary to this Item, or to this Tariff, or other cargo liability provisions contained herein, are hereby waived to the fullest extent legally permitted.

**420 NO CARGO LIABILITY FOR MEXICO SHIPMENTS**

A. Carrier's liability is limited to loss or damage occurring within the United States and/or Canada. Carrier shall not be liable for any cargo loss or damage occurring in Mexico or otherwise outside the United States and/or Canada, under a through and/or international bill of lading or otherwise. If this geographical liability limitation is judicially or otherwise determined to be ineffective for any reason whatsoever, then Carrier's liability for loss or damage in Mexico shall be limited to the lesser of: (1) five U.S. cents per pound (\$0.05/lb.); or (2) the current standard liability limitation under Mexican law for uninsured goods for which no higher valuation has been declared (approximately \$0.07/lb.), with claims for such Mexican losses to be asserted within the time limits provided under Mexican law. In any event, any loss or damage to cargo being shipped to or from Mexico shall be presumed to have occurred in Mexico, and therefore will be subject to limitations of this Item, absent clear and convincing proof to the contrary.

B. Notwithstanding that shipments may be considered to move on a through bill of lading to ultimate destination, any transportation, interlining, or billing arrangements facilitated by Carrier regarding freight transportation within, into or out of Mexico (including but not limited to arranging for Mexican motor carriers, customs brokers, freight forwarders, drayage or cartage agents, quoting through rates, billing for and/or remitting payment to Mexican carriers, and/or issuing through bills of lading for transportation into or out of Mexico) are made by Carrier solely as an accommodation and convenience to Shipper, which shall not constitute Carrier subcontracting transportation services, and shall not create or impose any liability on Carrier hereunder, and that Carrier shall not be liable for cargo loss, damage or delay, or the acts or omissions of the aforementioned third parties hereunder or under any agency, subcontractor, joint venture, or similar theory, or otherwise.

C. Title 49 cargo liability rights and remedies which are contrary to this Item, or to this Rules Tariff, or other cargo liability provisions contained herein, are hereby waived to the fullest extent legally permitted.

**425 OTHER CARGO LIABILITY LIMITATIONS**

A. It is hereby acknowledged that Carrier transports freight of all kinds, including hazardous materials. Carrier is not responsible for determining whether Shipper's products are properly packaged and/or suitable for transportation in the type of equipment supplied by Carrier. Shipper shall be responsible for ensuring that its products are properly packaged and suitable for transportation in the type of equipment supplied by Carrier and for providing all required documentation to Carrier's driver, including, if applicable, any placards for hazardous materials shipping. Carrier shall comply with the written requirements of Shipper for the transportation of any food, drug or cosmetic products, provided that such requirements have been accepted by Carrier in writing prior to shipment. Shipper shall have the right to inspect the equipment prior to loading, including to ensure that the equipment meets appropriate standards of cleanliness and sanitation. Shipper may reject any equipment that does not meet its requirements or applicable standards, and/or may request alternate equipment. If Shipper does not reject said equipment or request alternate equipment, Shipper shall be deemed to have accepted Carrier's equipment as meeting all applicable requirements and standards, including, but not limited to, any requirements or standards as set forth in any food, drug or cosmetics legislation, law, statute, code and or regulation. Carrier's liability for any cargo losses, damages or delays shall be in strict accordance with this Rules Tariff, and Shipper hereby acknowledges that Carrier shall not have any liability for any cargo losses, damages, or delays pursuant to any other standard of liability.

B. Carrier shall not be liable for claims excluded from Carrier liability under the Uniform Straight Bill of Lading, nor for other losses, damages, delays or failures of performance which are the result of or caused by circumstances or occurrences beyond Carrier's reasonable control, including but not limited to acts of God, the public enemy, the authority of law, inherent vice or nature of the cargo, acts of terrorism and/or terrorist attacks or the acts or omissions of any Customer, Shipper, consignor or consignee, or failure to comply with applicable law or the terms of any applicable agreement. Carrier shall not be responsible for the acts or omissions of lumpers, cartage agents, customs brokers, Mexican interline Carriers or other third parties who may be involved in the handling or transportation of cargo, even if Carrier arranged or assisted in arranging such services as an accommodation or service to Customer. In no event shall Carrier be liable for incidental, consequential, indirect or similar special damages (including, but not limited to, lost profits, lost business, opportunity costs, fines, attorney fees or legal expenses), even if Carrier was aware of the possibility of such damages. The limitations provided by this Item are in addition to, and not in substitution for, the other provisions of this Rules Tariff.

C. Title 49 cargo liability rights and remedies which are contrary to this Item, or to this Rules Tariff, or other cargo liability provisions, are hereby waived to the fullest extent legally permitted.

## **430 CARGO CLAIMS**

A. The filing, investigation, processing and disposition of cargo claims shall be governed by §49 CFR Part 370. A properly filed claim for cargo loss or damage must be received by CARRIER no later than nine (9) months after delivery, or in the case of non-delivery within (9) months after the date of scheduled delivery, any action or proceeding at law or arbitration must be filed no later than two (2) years and one (1) day from the date which CARRIER provides written notice of disallowance of any portion of such claim. Any action or proceeding to recover cargo loss or damages alleged to be due hereunder shall be commenced no later than nine (9) months after delivery, or in the case of non-delivery within (9) months after a reasonable time for delivery has elapsed.

## **500 CARRIER OPERATIONS**

### **505 PAYMENT AND COLLECTION OF CHARGES**

#### **505.01 Payment Terms**

A. Unless proper and satisfactory credit arrangements have been made, all transportation and other lawful charges shall be due and payable before surrender and delivery of property to the consignee or owner thereof. All charges must be paid within fifteen (15) days from the receipt of Carrier's invoice.

B. In the event that Carrier, consignor, consignee, or any other third party involved in the movement fails to pay for any property transported by Carrier for Carrier within thirty (30) days of the date of billing, Carrier may deem it necessary to retain the services of a collection agency and/or legal counsel to collect any outstanding indebtedness. In the event of such, the liable party (example: shipper, consignor, consignee, or third party) will be responsible for payment of all collection expenses and legal fees incurred by Carrier in attempting to collect the outstanding indebtedness.

C. Date of receipt of Carrier's invoice by Customer is deemed to be three (3) business days from the invoice's accompanying postmark.

#### **505.02 Pre-payment or Guaranteed Payment of Charges**

A. All charges must be prepaid or guaranteed on any shipment which, in the judgment of Carrier, at point of origin or diversion would not, at forced sale, realize the total amount of charges due at destination.

B. Freight on which prepayment is required may, on approval of Carrier, be forwarded on a collect basis on the guarantee of Shipper that all charges will be paid. Notation must be made on shipping order and bill of lading that Shipper guarantees charges.

#### **505.03 Collect on Delivery Shipments**

A. C.O.D. shipments will not be accepted by Carrier. If for any reason Shipper or consignee presents a bill of lading, or other shipping documentation, containing unauthorized C.O.D. instructions, and Carrier's driver inadvertently accepts such, Carrier will not be responsible for the collection or remittance of the C.O.D. amount to Carrier, consignor, owner of the goods and/or other parties of interest.

#### **505.04 Minimum Charge per Shipment**

A. Except as otherwise provided, all provisions, rates, charges, tariffs and contracts governed by the provisions of this Rules Tariff will be subject to the following minimum charge application:

1. Specific minimum charges if published for the account of a named Customer shall take precedence.
2. All other shipments are subject to a minimum charge of \$650.00.

### **510 EQUIPMENT**

#### **510.01 Vehicle Use and Exclusive Control**

A. Control of Vehicle. Except as otherwise provided in this Rules Tariff, no shipment is entitled to the exclusive use of the Vehicle in which it is to be transported. Carrier has control of the Vehicle and the unrestricted right to:

1. Select the Vehicle or Vehicles for the transportation of a shipment.
2. Transfer the shipment to other Vehicles.
3. Load other freight in the same Vehicle with any such shipment.

B. Exclusive Use of Vehicle.

1. When exclusive use of Carrier's equipment is requested or demanded by Customer or consignee, Carrier may furnish a Vehicle exclusively for use by Carrier. In such event, Carrier will not transfer the shipment to other Vehicles or load any additional freight on the same Vehicle. "Exclusive Use of Vehicle" does not mean expedited service and shall not obligate Carrier to transport cargo other than with reasonable dispatch.

2. When a shipment tendered under the terms and conditions of this Item is in excess of the amount that can be transported in or on one Vehicle, either due to the weight or cubical carrying capacity of the Vehicle, or to state weight limitations, each Vehicle carrying all or any part of the shipment will be subject to Item A.2. above.

3. Subject to availability of equipment, exclusive use of the Vehicle shall be provided when the bill of lading or other written instructions bear the statement that exclusive use is required or requested and such service will not be provided unless the bill of lading is so annotated or other written instructions are provided.

#### **510.02 Dry Van Equipment**

A. Upon Shipper's request, Carrier shall supply full truckload service on dry van equipment that is clean, dry, roadworthy, non-odorous and free from infestation, and shall provide for the safe and secure transport in accordance with U.S. Department of Transportation Federal Motor Carrier Safety Administration standards. It is hereby acknowledged that Carrier transports freight of all kinds, including hazardous materials, but shall not knowingly transport waste of any kind, hazardous or non-hazardous.

B. Shipper products must be shelf stable and suitably packaged for transportation in the type of equipment supplied by Carrier (no heat/freeze protect), properly marked, and Shipper must provide all required documentation to Carrier's driver, including applicable placards for hazardous materials shipping.

C. Shipper shall have the right to inspect any equipment supplied by Carrier prior to loading cargo, and may reject said equipment that does not meet its standards. In such instances, Carrier may, at its option, supply alternate equipment or may reject the shipment tender. If Shipper loads freight on any equipment supplied by Carrier hereunder, Shipper shall be deemed to have approved said equipment as reasonably meeting requirements for acceptance by receiver or consignee, save and except latent defects of the equipment or default of Carrier.

D. Carrier's liability for cargo loss or damage hereunder shall be governed by Item 400.

### **510.03 Temperature Controlled Equipment**

A. Upon Shipper's request, Carrier shall supply full truckload service on temperature controlled equipment that is clean, roadworthy, non-odorous and free from infestation, and shall provide for the safe and secure transport in accordance with U.S. Department of Transportation Federal Motor Carrier Safety Administration standards.

B. Shipper must expressly state the correct temperature setting on the bill of lading. Carrier will not be liable for cargo loss or damage where the temperature control setting is not stated on the bill of lading.

C. Carrier will notify Shipper if a refrigerated shipment is rejected for any reason by consignee, and will maintain the shipment at the required temperature until disposition instructions are received from Shipper or consignee.

D. Carrier's driver will not open doors on a refrigerated Trailer until expressly instructed to do so by consignee. Carrier will not be liable for cargo loss or damage that occurs after Carrier's driver opens the doors on the Trailer.

E. Carrier shall not be liable for temperature variations that occur due to freight being loaded that is above the temperature setting, stated on the bill of lading.

F. Carrier's liability for cargo loss or damage hereunder shall be governed by Item 400.

## **515 PICK UP AND DELIVERY**

### **515.01 Shipper Load and Count**

A. Except as otherwise provided herein or in individual tariffs making reference to this Rules Tariff, the following provisions govern "Shipper Load and Count".

B. Where Shipper or Shipper's agent loads Carrier's Vehicle, Shipper or Shipper's agent shall affix seal or seals to Carrier's Vehicle. Seal number or numbers, along with notation " Shipper Load and Count", must appear on bill of lading or shipping document. Carrier representative shall refuse to sign for receipt of said Vehicle until proper notations have been made on Shipper bill of lading or shipping document.

C. Where Carrier Vehicle is tendered to consignee or consignee's agent for delivery of a shipment moving under " Shipper Load and Count", Carrier agent will make delivery only after consignee or consignee's agent has inspected, broken, and removed seals from Carrier Vehicle.

D. Consignee's or consignee's agent's signature for receipt of shipment shall (unless otherwise noted) be deemed to represent that seal numbers coincide with seal numbers identified by Shipper as the seals placed on Carrier Vehicle by Shipper, and that seals were intact when Carrier Vehicle was tendered to consignee for unloading.

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**515.02 Packing and Securement**

A. All articles tendered for shipment must be prepared and packed by Shipper in such a manner as to insure the safe transportation of such articles by Carrier through the exercise of reasonable care. Shipper must pack, mark, label and placard hazardous materials shipments in strict accordance with applicable U.S. DOT regulations or other legal requirements. Carrier reserves the right to refuse the tender of shipments which, in its opinion, are not prepared or packaged by Shipper as required by law or are prepared or packaged in such a manner that they cannot, through the exercise of reasonable care, be transported from origin to destination of the shipment without damage.

B. The rates in tariffs governed hereby do not include the costs for any materials used as temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, 'dunnage', or supports not constituting a shipping container or package, or a part of the transporting Vehicle, when required to protect and make shipments secure for transportation.

C. At the request of Shipper, Carrier will, based upon availability, arrange to purchase wooden timbers for bracing, blocking, or other loading requirements and will pay the cost thereof as an advance charge to be paid by Carrier or consignee plus a service charge of \$27.00 in addition to all other applicable tariff charges.

**515.03 Delivery Without Signed Receipt**

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

**515.04 Scheduled Appointment for Loading or Unloading**

A. Upon reasonable request of consignor, consignee, or others designated by them and subject to the provisions contained herein, Carriers will, without additional charge, prearrange schedules for arrival of Vehicles for loading or unloading shipments.

B. Request for prearranged scheduling may be oral or in writing.

C. Prearranged schedules for arrival of Vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24-hours notice prior to the effective date of such cancellation.

D. The scheduled time for arrival of Vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.

**515.05 Pick Up or Delivery at Alternate Location**

A. When a shipment is tendered for pick up or delivery, and through no fault of Carrier such pick up or delivery cannot be accomplished, no further tender in either instance will be made except upon request. Additional tenders and final delivery will be subject to the following provisions.

1. Tender For Pick up: If Shipper and/or consignor elects to tender for pick up the shipment located at the first attempted pick up address, Carrier's final pick up will be subject to an additional charge of \$100.00.

2. Re-Delivery: If consignee elects to receive delivery of shipment located at the first attempted delivery address, Carrier's final delivery will be subject to an additional charge of \$100.00.

3. If final pick up or re-delivery is performed by Carrier at an address other than the original address of the first attempted pick up or delivery, then the Reconsignment or Diversion provisions will apply.

4. All charges accruing under the provisions of this rule must be paid or guaranteed by the party or parties requesting re-delivery before the shipment is redelivered.

5. The Storage In-Transit provisions will apply.

6. In connection with shipments from or to private residences, apartments, churches, schools, camps, or other such locations, the provisions of this Item will only apply after Carrier has reached agreement with consignee regarding the date and time (morning or afternoon) of pick up or delivery of the shipment and Carrier, through the fault of the consignee, is unable to effect pick up or delivery as scheduled.

7. The Detention With Power; Truck and Trailer provisions will apply.

**515.06 Multiple Deliveries**

A. Where two (2) or more Trailer loads are tendered with a stipulation that each Trailer load is to arrive at a single destination on the same day, Carrier will attempt to meet such delivery schedule as required, limited by safety rules, hours of service as prescribed by law, and other conditions; however, nothing in this Item shall be construed to require Carrier to meet such requirements, and under no circumstances shall Carrier be liable for costs incurred by parties to the bill of lading contract for delays.

**515.07 Blind Shipment Pick up or Delivery**

A. Blind shipments shall be defined as a shipment for which the actual Shipper and/or consignee has intentionally not been identified correctly on the shipment's original shipping documentation given to Carrier at time of the shipment's pick up.

B. Carrier reserves the option to accept or not to accept offer and/or tender of any "blind" shipment.

C. Blind shipments shall be subject to the following procedures:

1. The requestor must complete and transmit to Carrier written authorization describing the desired change. Written authorization may be in the form of a revised bill of lading, customer letter with revised addresses by an authorized individual, verifiable e-mail from Customer authorizing a revised address, or Carrier's reconsignment form completed by a person representing the party to make the reconsignment.

2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.

3. The Reconsignment or Diversion charges will apply on shipments subject to this Item

4. Actual origin city, state, and zip code and ultimate destination city, state and zip code will be shown on Carrier's freight bill.

D. Blind shipment service must be requested prior to the actual pick up of the related shipment.

**520 SPECIAL SERVICES**

**520.01 Hazardous Materials**

A. Carrier will/will not accept for transport hazardous and/or radioactive commodities pursuant to the following listing, subject to the provisions below.

WILL ACCEPT	WILL NOT ACCEPT
<b>HAZARD CLASS</b>	<b>HAZARD CLASS</b>
EXPLOSIVES 1.4	EXPLOSIVES 1.1
EXPLOSIVES 1.6	EXPLOSIVES 1.2
FLAMMABLE GAS 2.1	EXPLOSIVES 1.3
NON-FLAMMABLE GAS 2.2	EXPLOSIVES 1.5
FLAMMABLE GAS 3	SPONTANEOUSLY COMBUSTIBLE 4.2
COMBUSTIBLE 3	DANGEROUS WHEN WET 4.3
FLAMMABLE SOLID 4.1	ORGANIC PEROXIDE 5.2
NON-ROUTE CONTROLLED RADIOACTIVE 7	ROUTE CONTROLLED RADIOACTIVE 7



WILL ACCEPT		WILL NOT ACCEPT	
<b>HAZARD CLASS</b>		<b>HAZARD CLASS</b>	
OXIDIZER 5.1		HAZARDOUS WASTE	
CORROSIVE 8		INFECTIOUS SUBSTANCE 6.2	
CONSUMER COMMODITIES		CARBON BLACK	
CLASS 9		GASOLINE BULK	
ORM-D (Other Regulated Material-Domestic U.S. DOT Shipping)		POISON BY INHALATION 6.1	ZONE A ANY AMOUNT
POISON BY INHALATION 6.1	ZONE C OR D ONLY	POISON BY INHALATION 6.1	ZONE B IN BULK PACKAGE
POISON 2.3	ZONE C OR D ONLY	POISON GAS BY INHALATION 2.3	ZONE A ANY AMOUNT
		POISON GAS BY INHALATION 2.3	ZONE B IN BULK PACKAGE

WILL NOT ACCEPT; NO EXCEPTIONS			
Material poisonous by inhalation for hazard for Zone A, in any amount.			
Material poisonous by inhalation for Zone B when offered in a bulk package greater than 119 gallons.			
Hazardous waste or material requiring an EPA Hazardous Waste Manifest, including any material described as a waste, such as radioactive waste, medical waste, or any other waste.			

B. Any of the above listed commodities, as well as any other commodities, tendered to Carrier for transport by a Customer are subject to denial, in Carrier’s sole discretion, based upon concerns related to packaging, quantity or securement.

C. Any exception to the above described Will Accept / Will Not Accept list must be approved in advance in writing by an authorized corporate representative of Carrier.

D. Hazardous materials shipments shall be subject to an additional fee as provided herein.

**520.02 Freeze Protect Service**

A. Carrier shall not liable for cargo loss or damage caused by exposure to cold or freezing temperatures, unless expressly agreed by the parties in writing in advance of shipment tender, subject to the following:

1. Suitable temperature controlled equipment is available, or
2. Suitable dry van equipment is available, and

(a) Bill of Lading, each handling unit, and each loose package is clearly marked with the notation, "Protect From Freeze" or similar. (Marking on the freight or packaging alone or on any document other than the Bill of Lading is not sufficient.);

(b) Outside temperature is forecast to be 32 degrees Fahrenheit or higher;

(c) Shipment is tendered on one of the following days:

- (1) Next Day Transit Lanes - Monday through Thursday,
- (2) Second Day Transit Lanes - Monday through Wednesday,
- (3) Third Day Transit Lanes - Monday and Tuesday, and
- (4) None of the following applies:

- (i) The shipment is tendered on a Friday or the day before a holiday, or
- (ii) The shipment requires appointments, or
- (iii) The shipment requires “will call” or “dock pick up,” or

(iv) The shipment is moving In-Bond.

C. Shipper is responsible for ensuring that the above conditions are satisfied. Carrier shall have no liability for cargo loss or damage due to exposure to freezing temperatures that do not meet the above conditions.

D. Carrier may refuse to accept any freeze protect shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

E. Carrier's liability for cargo loss or damage hereunder shall be governed by Item 400.

### **520.03 Security Check by Customs**

A. This Item applies when at the request of Mexican Customs, Canadian Customs, and/or United States Customs, a loaded Carrier Vehicle is required to be unloaded, inspected, audited and reloaded. In each such event, Customer shall reimburse Carrier in full for all charges incurred for unloading, inspection, audit, and/or reloading. Such charges shall apply in addition to all other charges accruing to the shipment, and for shipments with a Canadian origin or destination, a \$100.00 per Trailer surcharge shall also apply. Detention charges shall begin accruing at the time that a shipment is detained for unloading, inspection, and/or audit, and shall continue to accrue until such time as the shipment is reloaded and released for dispatch by the appropriate authorities.

B. Where a shipment is required to be unloaded, inspected, audited and/or reloaded, Carrier shall not be responsible for any subsequent claims for overage, shortage, and/or damage which may be filed by the Customer, Shipper, or consignee.

### **520.04 Towing Service**

A. Carrier will perform tow away service, subject to the following:

1. Charges for freight handled in tow away service shall be \$2.00 per running mile, subject to the Minimum Charge as provided in this Rules Tariff, plus the applicable fuel surcharge.

2. The distance shall be computed from point of origin to final destination and then from destination to the next specified origin. In cases where Carrier is required to drop the tow away equipment at the shipment's destination, the distance will then be computed from point of origin to destination and then from destination to Carrier's nearest point of available equipment.

3. Any maintenance or servicing of such tow away equipment during transportation necessary for its preservation of operation shall be at the expense of Carrier, owner, or consignee.

4. Time lost in transit, when due to mechanical or tire failure on the part of the tow away equipment and through no fault of Carrier, will be subject to a charge of \$80.00 per hour or fraction thereof, subject to a maximum of 10 hours in any 24-hour period.

5. When due to mechanical or tire failure on the part of the tow away equipment and through no fault of Carrier an accident causes equipment damage, property damage, or loss of life occurs, Carrier, owner, or consignee shall assume full liability for such accident.

6. Carrier will perform a pre-trip inspection in accordance with the Federal Motor Carrier Safety Regulation as prescribed by the U.S. Department of Transportation of the Federal Highway Administration in Part 396. Should tow away equipment fail to pass such inspection, Carrier maintains the option of refusing to transport the tow away equipment and will bill Carrier, owner, or consignee of such tow away equipment in accordance with the Truck Ordered Not Used provision of this Rules Tariff.

7. Carrier shall advance charges for collection from Shipper, owner, or consignee in addition to all other applicable charges as published in this Rules Tariff.

B. Tow away Service applies to Carrier's pulling, transport or towing of Trailer equipment owned/leased by Shipper, owner, Customer and/or consignee.

#### **520.05 Trailer Cleaning Charges**

A. If, upon completion of unloading, a van Trailer requires cleaning prior to the pick up of the next shipment, an additional charge of \$75.00, shall be determined in the following manner:

1. In the event a commodity of which, due to its natural state at the time of shipment, leaves any residual waste and/or odor which requires cleanup and disposal prior to the pick up of the next shipment, the payor of the original linehaul charges shall be responsible for the Trailer cleaning and decontamination charges.

2. However, upon the completion of unloading, if a van Trailer contains discarded waste (example: wooden bracing, blocking, bracing, shipping, fiber board, etc.) which must be removed and disposed of prior to the loading of the next shipment, the payor of the original linehaul charges shall be responsible for the Trailer cleaning charges.

#### **520.06 Terminal Charges at Ports**

A. Rates do not include the costs of loading, unloading, handling, wharfage, or other terminal charges at ports of entry as assessed by steamship, barge, or wharf companies. When such charges are assessed, they will be paid by Carrier and shown on the freight bill as advance charges which are to be collected in addition to all other applicable charges. Except as otherwise provided, if such loading, unloading, or other special handling service is performed by Carrier, apply the charges as provided in: Loading; Unloading.

#### **520.07 Ferry Charges**

A. Carrier will add the actual round-trip ferry charge to the linehaul charge and other applicable Accessorial charges. For application, please refer to Rule #7 of ICC HGB 100-D (Interstate Commerce Commission, Household Goods Carrier's Bureau Mileage Guide #15, and any subsequent reissues thereof). If applicable, the National Six-Digit Canadian Postal Code Directory will be used in determination of applicable charges.

#### **520.08 Trailer Use Fee**

A. Unless otherwise provided, Trailer use fees shall be determined in the following manner:

1. For use of Carrier's Trailer for which the original line haul rate and/or charge did not include for such services, a \$300.00 Trailer use fee shall be applicable (\$600.00 for temperature controlled Trailers).

2. If Carrier's Trailer enroute from a Mexico origin is requested to be unloaded at the Mexico-U.S. gateway, a \$300.00 Trailer use fee shall be applicable (\$600 for temperature controlled Trailers).

B. Assessment of a Trailer use fee hereunder shall be in addition to any other applicable transportation charges and shall be payable by the party making such request.

#### **520.09 Trailer Pools**

A. If Carrier establishes or participates in a Trailer pool free of charge at the request or for the benefit of a Shipper or other Customer, such Customer shall be responsible for all damages or losses relating to Carrier's equipment or cargo while in the Trailer pool or otherwise on such Customer's property or in such Customer's custody or control, except for accidents caused by the negligence of Carrier's drivers, employees or agents.

#### **520.10 Mexico Export Traffic**

A. Except as otherwise agreed or provided, shipments originated by Carrier from points in the United States and/or Canada destined to points in Mexico shall be assessed the applicable rate and charges, at the time of shipment, from point of origin to the appropriate Mexico/United States border gateway point only. Any contrary billing arrangement, or any quotation of through rates or other transportation arrangements made by Carrier regarding Shipper's freight transportation outside the U.S. and/or Canada are made only as an accommodation and convenience to Carrier, and

Carrier's cargo liability shall remain limited only to that portion of any transportation directly performed by Carrier and occurring within the U.S.A. and/or Canada.

**520.11 Seizure and Impoundment by Customs**

A. In the event Carrier's equipment, and goods therein, are seized and impounded by United States Customs, Mexican Customs and/or Canadian Customs for any reason whatsoever, a charge of \$200.00 per Vehicle per day shall apply beginning the date of seizure and continuing through to, and including the date that such equipment and goods are released by the appropriate authorities. Carrier will have no liability or responsibility for any such goods during and/or after such seizure and impoundment. Charges listed herein will apply in addition to all other charges accruing to the goods.

B. The provisions of this Item apply only in instances where the equipment and goods have been physically seized and impounded by United States Customs, Canadian Customs, and/or Mexican Customs.

**520.12 Wood Packing Materials**

A. Effective February 1, 2006 all shipments moving northbound from Mexico ports of export, or southbound from Canada ports of export, through U.S. Customs and Border Protection ("CBP") import facilities containing non-compliant wood packing materials (pallets and crates) will be returned to Mexico under bond through the CBP Cargo Export Facility. Notwithstanding any other provision of this Rules Tariff, if a shipment contains pallets and/or crates that are not marked in accordance with 7 CFR 319.40-3, the entire shipment, including the imported commodity, will be refused entry. No manipulation or substitution of the non-compliant wood packing materials will be permitted in the CBP's docks or elsewhere in the United States. No fumigation or heat treatment alternatives will be available for non-compliant materials arriving at the port. Shipments found to contain pests will be immediately returned utilizing existing procedures rather than the in-bound system.

B. In accordance with 19 CFR 18.25, direct exportation (also known as immediate exportation or I.E.) of non-compliant shipments will be required. No diversions or other manipulation of the shipments will be permitted. Rejected shipments, regardless of type (consumption, in-bound, informal, etc.) arriving at the CBP Cargo Import Facility will require exportation at the CBP Cargo Facility and must remain intact while in transit. These I.E.'s must be presented for exportation at the CBP Cargo Export Facility in Compliance with 19 CFR 4.37(B).

C. When a shipment is found to be non-compliant, the broker, if any, will receive telephone notification and the importer or the importer's agent will produce the following documents: (i) a letter requesting cancellation of the importation or arriving in-bound movement (CBP Directive No. 3240-036 A); and (ii) a properly executed CBP-7512 as specified in 19 CFR 18.25.

D. After receipt of these documents (no later than 90 minutes prior to closing), CBP will cancel the arrival transaction, initiate the I.E. and seal the truck or container, if possible, noting the seal number on the CBP-7512. If cancellation requests and I.E.'s are presented less than 90 minutes prior to closing, the shipment will be held until the next day. Rejected shipments will be transported under bond via the I.E. to the CBP Cargo Export Facility in accordance with the pertinent regulations and presented to CBP for verification of the seal and close out of the I.E. Penalties for irregular deliveries or breaking of seals, if any, will be determined and assessed at the time.

E. In the event Carrier's equipment, and goods therein, are seized and impounded by United States Customs for non-compliant wood packaging materials (pallets and crates) as described above, a charge of \$200.00 per Vehicle per day shall apply beginning the date of seizure and continuing through to, and including the date Carrier's equipment is released by the appropriate authorities. Carrier shall have no liability or responsibility for any such goods during and/or after such seizure or impoundment.

F. The Mexican or Canadian shipper, importer, importer's agent, owner of the goods or any party designated by them, shall be deemed responsible and liable for any and all damages, claims, liabilities, costs, expenses and fees (including, but not limited to, the costs of cleaning of Carrier's equipment in compliance to Carrier's requirements), related to or arising from the return of non-compliant wood packaging materials.

**600 FUEL SURCHARGE**

**605 FUEL SURCHARGE SCHEDULE**

A. Unless otherwise agreed by written contract, all shipments shall be subject to a Fuel Surcharge as computed herein. The Fuel Surcharge shall be shown separately on the freight bill.

B. Using \$1.140 per gallon as the base fuel price, the fuel price will be based on the Department of Energy (DOE) Fuel Index updated weekly on Monday at 4:00 PM (EST). DOE updates are available by calling (202)-586-6966 or online at [www.eia.doe.gov](http://www.eia.doe.gov).

FUEL SURCHARGE SCHEDULE								
DOE SELF SERVE FUEL PRICE DOLLARS/GALLON		SURCHARGE CENTS/MILE	DOE SELF SERVE FUEL PRICE DOLLARS/GALLON		SURCHARGE CENTS/MILE	DOE SELF SERVE FUEL PRICE DOLLARS/GALLON		SURCHARGE CENTS/MILE
\$1.140	\$1.189	\$0.01	\$2.440	\$2.489	\$0.27	\$3.740	\$3.789	\$0.53
\$1.190	\$1.239	\$0.02	\$2.490	\$2.539	\$0.28	\$3.790	\$3.839	\$0.54
\$1.240	\$1.289	\$0.03	\$2.540	\$2.589	\$0.29	\$3.840	\$3.889	\$0.55
\$1.290	\$1.339	\$0.04	\$2.590	\$2.639	\$0.30	\$3.890	\$3.939	\$0.56
\$1.340	\$1.389	\$0.05	\$2.640	\$2.689	\$0.31	\$3.940	\$3.989	\$0.57
\$1.390	\$1.439	\$0.06	\$2.690	\$2.739	\$0.32	\$3.990	\$4.039	\$0.58
\$1.440	\$1.489	\$0.07	\$2.740	\$2.789	\$0.33	\$4.040	\$4.089	\$0.59
\$1.490	\$1.539	\$0.08	\$2.790	\$2.839	\$0.34	\$4.090	\$4.139	\$0.60
\$1.540	\$1.589	\$0.09	\$2.840	\$2.889	\$0.35	\$4.140	\$4.189	\$0.61
\$1.590	\$1.639	\$0.10	\$2.890	\$2.939	\$0.36	\$4.190	\$4.239	\$0.62
\$1.640	\$1.689	\$0.11	\$2.940	\$2.989	\$0.37	\$4.240	\$4.289	\$0.63
\$1.690	\$1.739	\$0.12	\$2.990	\$3.039	\$0.38	\$4.290	\$4.339	\$0.64
\$1.740	\$1.789	\$0.13	\$3.040	\$3.089	\$0.39	\$4.340	\$4.389	\$0.65
\$1.790	\$1.839	\$0.14	\$3.090	\$3.139	\$0.40	\$4.390	\$4.439	\$0.66
\$1.840	\$1.889	\$0.15	\$3.140	\$3.189	\$0.41	\$4.440	\$4.489	\$0.67
\$1.890	\$1.939	\$0.16	\$3.190	\$3.239	\$0.42	\$4.490	\$4.539	\$0.68
\$1.940	\$1.989	\$0.17	\$3.240	\$3.289	\$0.43	\$4.540	\$4.589	\$0.69
\$1.990	\$2.039	\$0.18	\$3.290	\$3.339	\$0.44	\$4.590	\$4.639	\$0.70
\$2.040	\$2.089	\$0.19	\$3.340	\$3.389	\$0.45	\$4.640	\$4.689	\$0.71
\$2.090	\$2.139	\$0.20	\$3.390	\$3.439	\$0.46	\$4.690	\$4.739	\$0.72
\$2.140	\$2.189	\$0.21	\$3.440	\$3.489	\$0.47	\$4.740	\$4.789	\$0.73
\$2.190	\$2.239	\$0.22	\$3.490	\$3.539	\$0.48	\$4.790	\$4.839	\$0.74
\$2.240	\$2.289	\$0.23	\$3.540	\$3.589	\$0.49	\$4.840	\$4.889	\$0.75
\$2.290	\$2.339	\$0.24	\$3.590	\$3.639	\$0.50	\$4.890	\$4.939	\$0.76
\$2.340	\$2.389	\$0.25	\$3.640	\$3.689	\$0.51	\$4.940	\$4.989	\$0.77
\$2.390	\$2.439	\$0.26	\$3.690	\$3.739	\$0.52	\$4.990	\$5.039	\$0.78

C. When fuel prices exceed \$5.039 per gallon, the fuel surcharge shall continue to increase \$.01 cent (one cent) per mile for each \$.05 cent (five cent) increase in the price of fuel per gallon.

D. The following accessorial services as defined in this Rules Tariff shall be subject to the Fuel Surcharge as follows:

1. Redelivery
2. Reconsignment or Diversion
3. Special Services; Towing
4. Requested Deadhead Miles
5. Stopping in Transit

**610 MEXICO FUEL SURCHARGE SCHEDULE (REVISED MAY 2017)**

A. Using MX\$ 7.50 per liter as base fuel price, the following schedule represents Carrier's Mexico Fuel Surcharge. The fuel price will be based on the average of the maximum public prices established in all regions and updated every Monday. Mexican Diesel Prices are available at: <http://www.gasolinamx.com/estados>. Surcharge per mile will be converted to U.S. Currency every Monday using the official rate exchange reported by the Bank of Mexico in the Mexican

Federal Official Gazette (Diario Oficial de la Federacion). If Monday is a holiday, the previous day's exchange rate will be utilized. The exchange rate is available in the following website:

1. (Website in English and Spanish, please select rate exchange located in "Published in DOF" Column), at: <http://www.banxico.org.mx/portal-mercado-cambiario/foreign-exchange-markets--exc.html>

B. Mexican Fuel Surcharge per mile converted to U.S. Currency, will be billed using three decimal points.

1. Example: Enter Monday's Official Peso/Dollar Rate Exchange: 11.1188

2. Example: Enter Date of Official Peso/Dollar Rate Exchange entered: 10/01/2016

C. When fuel prices exceed 14.870 MX Pesos per liter; the fuel surcharge shall continue to increase \$0.04. MX Pesos (4 MX Cents) per mile for each \$0.062 MX Pesos (6.2 MX Cents) increase in the price of fuel per liter in Mexico.

DIESEL PRICE MX PESOS/ LITER)		SUR-CHARGE MX PESOS/ MILE	SUR-CHARGE USD/MILE	PEMEX DIESEL PRICE (MX PESOS/LITER)		SUR-CHARGE MX PESOS/ MILE	SUR-CHARGE USD/MILE	PEMEX DIESEL PRICE (MX PESOS/LITER)		SUR-CHARGE MX PESOS/ MILE	SUR-CHARGE USD/MILE
7.500	7.562	0.00	0.000	9.957	10.019	1.56	0.084	12.414	12.476	3.12	0.167
7.563	7.625	0.04	0.002	10.020	10.082	1.60	0.086	12.477	12.539	3.16	0.169
7.626	7.688	0.08	0.004	10.083	10.145	1.64	0.088	12.540	12.602	3.20	0.171
7.689	7.751	0.12	0.006	10.146	10.208	1.68	0.090	12.603	12.665	3.24	0.174
7.752	7.814	0.16	0.009	10.209	10.271	1.72	0.092	12.666	12.728	3.28	0.176
7.815	7.877	0.20	0.011	10.272	10.334	1.76	0.094	12.729	12.791	3.32	0.178
7.878	7.940	0.24	0.013	10.335	10.397	1.80	0.096	12.792	12.854	3.36	0.180
7.941	8.003	0.28	0.015	10.398	10.460	1.84	0.099	12.855	12.917	3.40	0.182
8.004	8.066	0.32	0.017	10.461	10.523	1.88	0.101	12.918	12.980	3.44	0.184
8.067	8.129	0.36	0.019	10.524	10.586	1.92	0.103	12.981	13.043	3.48	0.187
8.130	8.192	0.40	0.021	10.587	10.649	1.96	0.105	13.044	13.106	3.52	0.189
8.193	8.255	0.44	0.024	10.650	10.712	2.00	0.107	13.107	13.169	3.56	0.191
8.256	8.318	0.48	0.026	10.713	10.775	2.04	0.109	13.170	13.232	3.60	0.193
8.319	8.381	0.52	0.028	10.776	10.838	2.08	0.111	13.233	13.295	3.64	0.195
8.382	8.444	0.56	0.030	10.839	10.901	2.12	0.114	13.296	13.358	3.68	0.197
8.445	8.507	0.60	0.032	10.902	10.964	2.16	0.116	13.359	13.421	3.72	0.199
8.508	8.570	0.64	0.034	10.965	11.027	2.20	0.118	13.422	13.484	3.76	0.202
8.571	8.633	0.68	0.036	11.028	11.090	2.24	0.120	13.485	13.547	3.80	0.204
8.634	8.696	0.72	0.039	11.091	11.153	2.28	0.122	13.548	13.610	3.84	0.206
8.697	8.759	0.76	0.041	11.154	11.216	2.32	0.124	13.611	13.673	3.88	0.208
8.760	8.822	0.80	0.043	11.217	11.279	2.36	0.126	13.674	13.736	3.92	0.210
8.823	8.885	0.84	0.045	11.280	11.342	2.40	0.129	13.737	13.799	3.96	0.212
8.886	8.948	0.88	0.047	11.343	11.405	2.44	0.131	13.800	13.862	4.00	0.214
8.949	9.011	0.92	0.049	11.406	11.468	2.48	0.133	13.863	13.925	4.04	0.217
9.012	9.074	0.96	0.051	11.469	11.531	2.52	0.135	13.926	13.988	4.08	0.219
9.075	9.137	1.00	0.054	11.532	11.594	2.56	0.137	13.989	14.051	4.12	0.221
9.138	9.200	1.04	0.056	11.595	11.657	2.60	0.139	14.052	14.114	4.16	0.223
9.201	9.263	1.08	0.058	11.658	11.720	2.64	0.141	14.115	14.177	4.20	0.225
9.264	9.326	1.12	0.060	11.721	11.783	2.68	0.144	14.178	14.240	4.24	0.227
9.327	9.389	1.16	0.062	11.784	11.846	2.72	0.146	14.241	14.303	4.28	0.229
9.390	9.452	1.20	0.064	11.847	11.909	2.76	0.148	14.304	14.366	4.32	0.232
9.453	9.515	1.24	0.066	11.910	11.972	2.80	0.150	14.367	14.429	4.36	0.234
9.516	9.578	1.28	0.069	11.973	12.035	2.84	0.152	14.430	14.492	4.40	0.236
9.579	9.641	1.32	0.071	12.036	12.098	2.88	0.154	14.493	14.555	4.44	0.238
9.642	9.704	1.36	0.073	12.099	12.161	2.92	0.156	14.556	14.618	4.48	0.240
9.705	9.767	1.40	0.075	12.162	12.224	2.96	0.159	14.619	14.681	4.52	0.242
9.768	9.830	1.44	0.077	12.225	12.287	3.00	0.161	14.682	14.744	4.56	0.244
9.831	9.893	1.48	0.079	12.288	12.350	3.04	0.163	14.745	14.807	4.60	0.247

DIESEL PRICE MX PESOS/ LITER)		SUR-CHARGE MX PESOS/ MILE	SUR-CHARGE USD/MILE	PEMEX DIESEL PRICE (MX PESOS/LITER)		SUR-CHARGE MX PESOS/ MILE	SUR-CHARGE USD/MILE	PEMEX DIESEL PRICE (MX PESOS/LITER)		SUR-CHARGE MX PESOS/ MILE	SUR-CHARGE USD/MILE
9.894	9.956	1.52	0.081	12.351	12.413	3.08	0.165	14.808	14.870	4.64	0.249

**700 ACCESSORIAL SERVICE FEES**

**705 DEFINITIONS AND GOVERNING RULES**

A. The terms as used in this Item, whether singular or plural, capitalized or uncapitalized, shall have the following meaning.

**705.01 U.S. – Canada Border Crossing Fee**

A. Export or import shipments crossing U.S. – Canadian Border in Ontario and Quebec shall be subject to a USD fee per shipment.

B. In the event of an inspection by U.S. and/or Canadian Customs, each shipment shall be allowed two (2) hours free time to clear the border crossing point and then detention will apply.

**705.02 Customs or In-Bond Shipments**

A. In-bond shipments are subject to the following provisions and charges:

1. The words "IN-BOND" must be stamped, typed, or written on all such bills of lading and shipping orders immediately before the name of the consignee. The words "IN-BOND" must be stamped, typed, or written in the body of such bills of lading and shipping order.

2. Each package must be plainly marked, labeled, or tagged by consignor to show "IN-BOND".

3. Shipments moving under Carrier's United States Customs Bond will be subject to a charge per Vehicle used to transport the shipment. The charge is to cover special handling, which charge will be in addition to all other lawful charges.

4. Linehaul charges on shipments requiring United States customs clearance at a point other than the final destination will be assessed on the basis of the following:

(a) Distance Rates. The rate to apply when distance commodity rates are used is the rate applicable for the total distance from origin to final destination via the clearance point.

(b) Rates Other Than Distance Rates. The rate to apply when rates other than distance rates are used is the rate from the point of origin to destination, or from or to a point at which the shipment is stopped for customs clearance, whichever produces the greatest charge. In addition, if the distance from origin to final destination via the customs clearance point exceeds 105% of the short-line mileage, the distance rate will apply.

**705.03 Mexico Trailer Detention**

A. U.S./Mexico Border Trailer Detention (Northbound Mexico to U.S./Canada) – For northbound loads from Mexico to U.S./Canada, each shipment will be allowed three working days free time following the shipment's arrival date at the Mexican Carrier facility at the border. (Saturdays, Sundays, U.S. and MX national holidays to be excluded). Upon expiration of the three-day free time, detention charges will accrue per 24-hour period or fraction thereof (including Saturdays, Sundays, U.S. and MX national holidays), will be assessed per Trailer.

B. Intra-Mexico Trailer Detention (Northbound Mexico to U.S./Canada) - For northbound loads from Mexico to U.S./Canada, there will be a three-day grace period after Carrier's Trailer arrives to the shipper location in Mexico. (when applicable). Saturdays, Sundays, U.S. and MX national holidays to be included. If Carrier's Trailer is detained or delayed longer than said three-day period, Customer will be invoiced the following detention charges: For each succeeding 24-hour period or fraction thereof beyond the three-day grace period, including Saturdays, Sundays and national holidays (U.S. or

Mexico). Trailers requested to be stored at a Mexican Carrier, Mexican Border Crossing Drayage Company (also known as Transfer Company) or Customs Broker's facility anywhere in Mexico before being crossed over the Mexico-U.S. border will be assessed under U.S./Mexico Border Trailer Detention calculations (Item A).

C. U.S./Mexico Border Trailer Detention (Southbound U.S./Canada to Mexico) - For southbound loads from the U.S./Canada to Mexico, there will be a three-day free period after Carrier's Trailer is requested to be stored at a Carrier's facility or delivered to Customs Broker/Freight Forwarder for customs clearance. Saturdays, Sundays, U.S. and MX national holidays to be excluded. Upon expiration of the three-day free time, detention charges will accrue per 24-hour period or fraction thereof (including Saturdays, Sundays, U.S. and MX national holidays), will be assessed per Trailer.

D. Intra-Mexico Trailer Detention (Southbound U.S./Canada to Mexico) - For southbound loads from U.S./Canada to Mexico, there will be a three-day grace period after Carrier's Trailer is crossed over the U.S./Mexico border and reported as being delivered at the consignee facility in addition to the standard transit time to final destination in Mexico (when applicable). Saturdays, Sundays, U.S. and MX national holidays to be included. If Carrier's Trailer is detained or delayed longer than said three-day period, Customer will be invoiced the following detention charges: For each succeeding 24-hour period or fraction thereof beyond the three-day grace period, including Saturdays, Sundays and national holidays (U.S. or Mexico). Trailers requested to be stored at a Mexican Carrier, Mexican Border Crossing Drayage Company (also known as Transfer Company) or Customs Broker's facility anywhere in Mexico before delivering to the consignee will be assessed under U.S./Mexico Border Trailer Detention calculations (Item C).

#### **705.04 Detention With Power; Truck and Trailer**

A. Shipper and consignee shall make reasonable provision for immediate loading and/or unloading of Carrier's Vehicles. This Item applies when Carrier's Vehicle(s) with power units are delayed or detained on the premises of Shipper, consignor, receiver or consignee, or on other premises designated by therein or as close thereto as conditions will permit, subject to the following provisions:

1. Free time for loading or unloading shall be two (2) hours to load or unload, two (2) hours per stop in transit. Any time in excess to the two (2) hours consumed in the process of loading or unloading or two (2) hours per stop in transit, will be charged as follows:

(a) Charges will be assessed per thirty (30) minute increment. Any portion, fraction or segment of a thirty (30) minute increment will be charged the full thirty (30) minute rate. Charges stated herein shall be subject to a maximum charge per 24-hour period.

2. Loading and/or unloading time shall be deemed to run from the time Carrier's Vehicle arrives at the place of loading or unloading or the appointment time whichever comes later, ready to load or unload, to the time when all shipping documents have been signed and Carrier's Vehicle is ready to move.

(a) Shipments tendered by Shipper or consignor, or shipments to be delivered to receiver or consignee, for which Carrier requires payment by cashier's check or money order 'prior' to the actual loading of cargo at origin or unloading of cargo at destination, if detained beyond the 2 hours free time for loading or unloading, will be subject to detention until payment of total charges is received, loading or unloading of cargo is completed, shipping documents have been signed and Carrier's Vehicle is ready to move.

(b) Beginning and completion times ("Times") shall be recorded on the shipment's bill of lading or documentation by Shipper, consignor, receiver, consignee or representative thereof (hereafter referred to as 'Signor'). In the event Signor refuses to record such Times, then Carrier's employee shall record such Times and such Times shall be binding.

3. Place of loading or unloading is defined to mean when Carrier's equipment arrives at the plant gate or at the confines of any plant, facility or area surrounding the limits of Shipper's, consignor's, receiver's or consignee's property limits which is a part of the plant or facility location, or area considered as an integral part of such plan, facility or area.

4. Charges will also apply when Carrier assists in loading, unloading, counts or checks the freight whether the power unit remains attached to Carrier's Trailer or not.



5. Detention charges due Carrier will be assessed against the payor of the freight charges. When detention charges are attributable to others who are not parties to the bill of lading, the party responsible for the payment of the freight charges will be held responsible.

**705.05 Detention Without Power; Trailer Only****A. Application.**

1. Detention of Vehicles. The following applies to all shipments transported by Carrier.

2. Detention; Vehicles Without Power Units; Spotting or Dropping of 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, or as close thereto as conditions will permit, subject to the following provisions:

(a) For the purposes of this Item, the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

**B. General Provisions.**

1. Subject to the availability of equipment, Carrier will spot empty or loaded Trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

2. 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 will apply. In the case of spotting for loading, the bill of lading must show "Shipper Load and Count".

3. Carrier responsibility for safeguarding shipments loaded into Trailers spotted pursuant to this Item shall begin when loading has been completed and possession thereof is taken by Carrier.

4. Carrier responsibility for safeguarding shipments unloaded from Trailers spotted pursuant to this Item shall cease when the Trailer is spotted at or on the site designated by consignee. Where Trailer is stored at Carrier's terminal at consignee's request, Carrier responsibility will continue until shipment is delivered to consignee.

5. The Computation of Free Time provision below will apply. After the expiration of free time, charges will be assessed as provided in the Accessorial Service Fee Schedule.

6. Unless otherwise agreed to, the detention charges due Carrier will be assessed against the payor of the freight charges when detention charges are attributed to others who are not party to the bill of lading, the party responsible for payment of the freight charges will be held responsible for any accrued detention charges.

7. Nothing in this Item shall require a Carrier to pick up 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.

**C. Computation of Free Time.**

1. Commencement of spotting and free time.

(a) Spotted Trailers will be allowed 24 consecutive hours of free time for loading or unloading. For Trailers spotted for unloading, such time shall commence at the time of placement of the Trailer at the site designated by consignee, or other party designated by consignee. For Trailers spotted for loading, such time shall commence when the Trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.

(b) When a Trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

2. Termination of spotting and notification.

(a) Consignor, consignee, or other party designated by them shall notify Carrier when loading or unloading has been completed and the Trailer is available for pick up. The Trailer will be deemed to be spotted and detention charges will accrue until such time as Carrier receives notification. Notification by telephone if convenient and practical, otherwise by telephone or mail, shall be given to consignor, consignee, or other party designated by them, at their own expense, to Carrier or other party that the spotted Trailer has been loaded or unloaded and is ready for pick up. If notification is by telephone, Carrier may require written confirmation.

(b) When spotted Trailer is changed to a Vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

(1) If the change is requested and made before the expiration of free time for a spotted Trailer, free time will cease immediately at the time the request is made, and detention charges for Vehicles with power will immediately commence with no further free time allowed.

(2) If the change is requested and made after the expiration of free time for a spotted Trailer, free time and detention charges will be computed on the basis of a spotted Trailer up to the time and date Carrier's power unit is connected to Trailer in response to the change was requested. In addition thereto, the Vehicle will immediately be charged detention for a Vehicle with power with no further free time allowed.

3. Prearranged scheduling.

(a) Upon reasonable request of consignor, consignee, or others designated by them, Carrier will, without additional charge, enter into a prearranged schedule for the arrival of Trailer for spotting.

(b) If Carrier's Vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.

(c) If Carrier's Vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

D. Charges.

1. General detention charges: After the expiration of free time, charges for detaining a Trailer will be assessed for each 24-hour period.

2. Delay in Trailer pick up charge. No additional charge will be made for picking up Trailers spotted under this Item when such pick up can be performed within thirty (30) minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than thirty (30) minutes is encountered, detention charges for Vehicles with power will commence from the time of arrival.

3. Strike interference charge. When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by Carrier any partially loaded, or empty Trailers detained on their premises, a detention charge will accrue per 24-hour period or fraction thereof, per Trailer, will be made following expiration of free time.

E. Records. A written record of the following information must be maintained by Carrier on all spotted Trailers, and such record must be kept available at all times:

1. Name and address of consignor, consignee, or other party at whose premises freight is spotted;
2. Identification of spotted Trailer;
3. Date and time of arrival of the Trailer for spotting;
4. Date and time notification were received by Carrier that the spotted Trailer is ready for pick up;

5. Date and time of arrival and departure of power unit for pick up;
6. The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in Carrier's inability to obtain the release of any Trailers, and any actions taken to hasten the release;
7. When Trailers are spotted under a prearranged schedule, the date and time specified therefore.

**705.06 Equipment Drop No Hook**

A. In the event Carrier delivers Trailer, and shipment therein, to designated destination, and through no fault of Carrier's, an empty Trailer is not available for pick up by Carrier, Carrier, will assess a drop and no hook charge and any detention charges incurred.

**705.07 Truck Ordered Not Used**

A. Except as otherwise specifically provided, equipment ordered but not used provisions will as apply as follows:

1. When Carrier is requested to furnish motor carrier equipment at a designated point and such equipment is furnished but not used, through no fault of Carrier, or if, Shipper fails to tender a shipment for transportation or informs Carrier that the shipment will not be tendered less than 24-hours of the scheduled pick up time, a charge will apply for each unit of motor carrier equipment ordered.

2. Charges for detention will apply in connection with equipment ordered, but not used.

**705.08 Hazardous Materials**

A. Carrier may, based upon the availability of Carrier drivers with proper "Hazardous Materials" certification and license, accept shipments of hazardous materials or hazardous substances subject to all requirements of the U.S. Department of Transportation and the Environmental Protective Agency governing transportation of such commodities. Shipper shall comply with all governmental requirements including but not limited to any special labeling and packaging requirements. When tendered by Shipper and accepted by Carrier, such shipments shall also be subject to the following provisions:

1. Applicable Commodities under this Item. Any shipment containing commodities that are classified as hazardous by the Department of Transportation as published in the Code Federal Regulations (CFR), Title 49.

2. A per shipment charge will apply for shipments that require placarding.

B. Unless otherwise approved in writing by an authorized corporate representative of Carrier prior to shipment, the Application of Rates-Hazardous and/or Radioactive Commodities provisions will govern the commodities that will be accepted and not accepted by Carrier for transportation.

C. When Carrier is requested to provide transportation services of which require Carrier's driver to be properly certified and currently licensed with a Hazardous Materials Endorsed CDL, and such authorized driver is not readily available via normal transit to a designated point, Carrier shall provide the appropriate driver and equipment subject to the following charges:

1. A charge per mile per Vehicle plus applicable fuel surcharge(s) shall be assessed as follows: The charge begins at the location which Carrier and driver and equipment is dispatched from upon receipt of Shipper's request and continues to the requested point of origin. This charge is for the furnishing of Carrier's driver with proper Hazardous Materials certification and license, and equipment. This charge is an addition to any applicable linehaul charges and/or accessorial fees incurred.

D. In the event Shipper tenders, whether unknowingly or in error, a shipment that is not designated as containing hazardous materials, and upon arrival at Shipper's location, Carrier's driver is informed or discovers that Carrier

intends to load hazardous materials for which requires a properly certified and licensed driver, Carrier shall have the option to:

1. Reject tender of the shipment due to the unavailability of an authorized driver. In such instances, charges will accrue per mile subject to a minimum charge per occurrence plus applicable fuel surcharge(s); or

2. Provide a properly certified and licensed driver and equipment. In such instances, charges, including fuel surcharge(s), shall be assessed as provided herein. These charges are in addition to any applicable linehaul charges and/or accessorial fees incurred.

E. Any fines or penalties imposed on Carrier as a result of Shipper's failure to meet regulatory requirements will be charged back to Shipper.

F. All charges accruing under this Item will be collected from Shipper or party requesting movement of the shipment.

G. Nothing in this Item shall obligate Carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of Carrier's operating certificates. No shipments of hazardous waste (defined by 49 CFR § 171 will be accepted for transportation).

H. Hazardous materials requiring further processing, re-packaging, refinement, or used for in the processing of other materials or which are restricted for movement to and from Mexico due to governmental regulations will not be accepted by Carrier. It is the Shipper's responsibility to be familiar with those rules and laws governing the export or import of hazardous materials to and from Mexico. In the event a shipment is advertently picked up or handled by Carrier and cannot cross the border due to hazardous restrictions, the freight will become undeliverable and handled in accordance with the Reconsignment or Diversion and Storage In-Transit provisions of this Rules Tariff. Charges applicable to such shipments will be the charge to the point the shipment was stopped and the charge for the return or the new destination if reconsigned, plus storage charges and any other fees or charges applicable.

#### **705.09 Tanker Endorsed**

A. Carrier may, based upon the availability of Carrier drivers with proper "Tanker Endorsed " certification and license, accept shipments of requiring Tanker Endorsed drivers. Shipper shall comply with all governmental requirements including but not limited to any special labeling and packaging requirements. When tendered by Shipper and accepted by Carrier, such shipments shall also be subject to a per shipment charge.

B. When Carrier is requested to provide transportation services of which require Carrier's driver to be properly certified and currently licensed with a Tanker Endorsed CDL, and such authorized driver is not readily available via normal transit to a designated point, Carrier shall provide the appropriate driver and equipment subject to the following charges:

1. A charge per mile per Vehicle plus applicable fuel surcharge(s) shall be assessed as follows: The charge begins at the location which Carrier and driver and equipment is dispatched from upon receipt of Shipper's request and continues to the requested point of origin. This charge is for the furnishing of Carrier's driver with proper Tanker Endorsed certification and license, and equipment. This charge is an addition to any applicable linehaul charges and/or accessorial fees incurred.

C. In the event Shipper tenders, whether unknowingly or in error, a shipment that is not designated as requiring tanker endorsed, and upon arrival at Shipper's location, Carrier's driver is informed or discovers that Carrier intends to load materials for which requires a properly tanker endorsed certified and licensed driver, Carrier shall have the option to:

1. Reject tender of the shipment due to the unavailability of an authorized driver. In such instances, charges due Carrier shall accrue per mile, subject to a minimum charge per occurrence plus applicable fuel surcharge(s);

2. Upon mutual written agreement by Shipper and Carrier, Carrier shall provide a properly certified and licensed driver and equipment. In such instances, charges, including fuel surcharge(s), shall be assessed according to the provisions hereinabove. These charges are in addition to any applicable linehaul charges and/or accessorial fees incurred.

D. Any fines or penalties imposed on Carrier as a result of Shipper's failure to meet regulatory requirements will be charged back to Shipper.

E. All charges accruing under this Item will be collected from Shipper or party requesting movement of the shipment.

F. Nothing in this Item shall obligate Carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of Carrier's operating certificates.

#### **705.10 New York Delivery**

A. Except as otherwise specifically provided, rates and/or charges for shipments (i) destined for final delivery and/or stopped in transit for partial unloading; (ii) shipments stopped in transit for partial loading: at locations within New York zip codes 100-104 and/or 110-119, shall be subject to an additional charge per shipment.

B. This charge will be in addition to all other applicable charges.

C. This charge shall not be applicable on shipments originating from the defined New York zip codes 100-104 and/or 110-119, which require no stop in transit services in New York zip codes 100-104 and/or 110-119.

#### **705.11 Team Service or Expedited Request**

A. The charge for "Team Service" or "Expedited Service" shall be applied.

#### **705.12 Loading; Unloading**

A. Except as otherwise provided, loading of freight shall be performed by Carrier, and unloading of the freight shall be performed by the consignee.

B. When special equipment that is not a part of the trucking equipment operated in the service of Carrier, such as cranes, hoists, winches, pallet jacks, or forklifts, is necessary to perform the loading or unloading service, it shall be supplied by the consignor or consignee together with personnel for operation thereof.

C. If additional personnel are required for loading or unloading, the additional personnel will be furnished by the consignor or consignee.

D. When Carrier is requested by Carrier or consignee to perform loading or unloading, Carrier will perform such service as follows:

1. Except as otherwise provided, loading of freight shall be performed by Carrier, and unloading of freight shall be performed by the consignee.

2. When special equipment that is not a part of the trucking equipment operated in the service of Carrier (such as cranes, hoists, winches, pallet jacks, or forklifts) is necessary to perform the loading or unloading service, it shall be supplied by the consignor or consignee together with personnel for operation thereof.

3. If additional personnel are required for loading or unloading, the additional personnel will be furnished by the consignor or consignee.

4. When Carrier is requested to perform and/or assist in loading or unloading, Carrier will perform and/or assist in such service charges will accrue per hour, or fraction thereof, subject to a minimum charge per occurrence.

#### **705.13 Mileage**

A. Except as otherwise provided by Carrier, all mileages will be determined by the most recent version of Household Goods Bureau Mileage Guide as defined in Item 710.

#### **705.14 Customer Requested Deadhead Miles**

A. When requested by the Customer, either by notation on bill of lading and/or shipping documentation, or by verbal/written instruction, to deadhead Carrier's truck to a loading location, a fee per mile plus the applicable fuel surcharge shall be charged from the specified point of dispatch to the loading location.

### **705.15 Reconsignment or Diversion**

A. Shipment transported under the provisions of this Rules Tariff may be re-consigned or diverted subject to the following conditions:

1. The term "re-consignment or diversion" means any one of the following:

(a) A change in the name or address of consignor or consignee.

(b) A change in the destination.

(c) Any other instructions given by consignor, consignee, or owner necessary to effect change in delivery.

2. A request for re-consignment or diversion must be made or confirmed in writing, and proof of ownership must be established by surrender of the original bill of lading or by other means.

3. When a re-consignment or diversion order is received by Carrier, a diligent effort will be made to locate the shipment and to effect the requested change. However, Carrier will not be responsible for failure to effect such a change.

4. A charge will be made for each Vehicle re-consigned or diverted under this Rules Tariff in addition to all other applicable charges.

5. When the rate to be applied on shipment's agreed re-consignment or diversion point is higher than the rate from origin to final destination, the higher rate shall be the applicable rate. The Reconsignment or Diversion charges shall be subject to the provisions of the preceding Item A 4, and any other additional charges that might apply.

6. Flat Charge; Per Vehicle Charge. When the applicable rate is a flat charge, or per Vehicle charge, any excess mileage will be billed at whatever rate per mile reflected by dividing the existing flat rate charge or per Vehicle charge by the applicable mileage plus the applicable fuel surcharge(s).

7. Mileage Rates; Rate Per Mile. When the applicable rate is determined by a per mile charge, the rate making distance shall be the distance from origin to final destination via the reconsignment or diversion points. If there is not an applicable published rate from origin to final destination, the applicable rate per mile will be charged plus the applicable fuel surcharge(s).

### **705.16 Storage In-Transit**

A. When by reason of an act or an omission of consignor, consignee, or owner of the shipment, and through no fault of Carrier, a shipment must await transportation or delivery instructions and is held at Carrier's facility, storage shall be assessed and billed by the following procedures:

1. Storage at Carrier facility located at sites other than along U.S. – Mexico Border.

(a) Shipments will be allowed 24-hours free time beginning on the shipment's arrival at Carrier's facility with notice given. First weekend and Holidays shall be exempt from storage charges.

(b) When a shipment is held in Carrier's possession, a charge will accrue per 24-hour period per Trailer used. Any fraction of the 24-hour period will be counted as a 24-hour period.

(c) Storage charges for such shipments will begin upon expiration of free time, and conclude whenever:

(1) Action is taken by the consignor, consignee or owner of the shipment which enables Carrier to transport or deliver the shipment, or

(2) Carrier exercises its right to send the shipment to a public warehouse as provided in the Uniform Straight Bill of Lading Contract Terms and Conditions.

(d) Shipments loaded on a Trailer of which detention without power charges are being incurred, will not be subject to storage provisions.

(e) Request for Storage:

(1) In the event consignee requests, after shipment arrives at destination, that the shipment be held in storage at Carrier's facilities, a charge per mile will be assessed from the original destination to Carrier's storage site and back to the final destination point, subject to a minimum charge for total miles traveled per Vehicle required, plus the applicable fuel surcharge(s).

(2) If consignee requests that a shipment, which is currently enroute, be held in storage at Carrier's nearest facility, and Carrier is able to accomplish such without incurring additional out of route miles, the Storage In-Transit provisions will apply upon arrival at Carrier's facility.

(3) The charges provided hereinabove are in addition to the applicable Storage In-Transit provisions.

2. Storage at Carrier's facility located along U.S. – Mexico Border. As an exception to the otherwise applicable storage rules in Item 910, provisions of this Item apply on:

(a) Laredo, TX Facility. When by reason of an act or omission of consignor, consignee, owner of the shipment or any third party representative thereof (including cartage or drayage agents, customs brokers, freight forwarders, Mexican carriers), and through no fault of Carrier, a shipment must await further transportation and/or delivery and shipment is held at Carrier's terminal, the following applies:

(1) Shipments destined southbound to points in Mexico. Each shipment, following the shipments date of arrival at Carrier's facility and notice given thereof, will be allowed 3 days free time. The 3 days free time period may be extended by the occurrence of the first weekend that may occur immediately prior to the start of or during the term of the 3 days free time period, and/or any legal U.S. and/or Mexico Holiday that may occur within the initial 3 days free time period.

(b) Storage charges for such shipments will begin upon expiration of free time, and conclude whenever;

(1) Action is taken by the consignor, consignee, owner of the shipment and/or any third party representative thereof (including cartage or drayage agents, customs brokers, freight forwarder, Mexican carriers) which enables Carrier to arrange for further transport and/or delivery of the shipment; or

(2) Carrier exercises its right to send the shipment to a public warehouse as provided in the Uniform Straight Bill of Lading Contract Terms and Conditions.

3. Mexico Destined Shipments Reconsigned to U.S. Site.

(a) Storage charges for such shipments will begin upon expiration of free time, and conclude whenever:

(1) Action is taken by the consignor, consignee or owner of the shipment which enables Carrier to transport or deliver the shipment, or

(2) Carrier exercises its right to send the shipments to a public warehouse as provided in the Uniform Straight Bill of Lading Contract Terms and Conditions.

(d) Shipments loaded in a Trailer of which detention without power charges are being incurred will not be subject to storage provisions.

4. Request for Storage:

(a) In the event consignee requests, after shipment arrives at destination, that the shipment be held in storage at Carrier's facility, a charge will accrue per mile rate plus applicable fuel surcharge.

(b) Shipments reconsigned while in storage to a new destination within a 50 mile radius of Carrier's facility shall be assessed at a per mile rate plus applicable fuel surcharge. Shipments reconsigned to a point beyond the 50 mile radius of Carrier's facility shall be subject to the provisions of Item 705.15 Reconsignment or Diversion provisions.

5. Computation of Storage Charges: After expiration of free time, storage charges will be assessed as follows:

(a) Storage time begins upon the expiration of free time and concludes on the date Carrier receives written notice from consignee or third party representative thereof (including cartage or drayage agents, customs brokers, freight forwarders, Mexican carriers) of confirmed delivery appointment; or

(b) Storage time begins upon expiration of free time and concludes on the date Carrier receives written instructions from consignor or owner of the shipment which enables Carrier to further transport and/or deliver the shipment; or

(c) In the event Carrier is requested by consignee, consignor, owner of the shipment (including cartage or drayage agents, customs brokers, freight forwarders, Mexican carriers), to continue storage to a pre-determined date, storage time will begin upon expiration time and conclude on the pre-determined date.

(d) Computation of storage will include: (i) the revised date that Carrier dispatches Trailer and shipment; and (ii) normal transit time required to move shipment from storage site to final destination.

6. All Carrier facilities other than Laredo, TX: When by reason of an act or omission of an act or omission of consignor, consignee, owner of the shipment (including cartage or drayage agents, customs brokers, freight forwarders, Mexican carriers), and through no fault of Carrier, a shipment must await further transportation and/or delivery, and shipment is detained in storage at Carrier's facility, the following applies:

(a) Shipments destined southbound to points in Mexico:

(1) Each shipment following the shipment's date of arrival at 3 days free time. The 3 days free time period may be extended by the occurrence of the first weekend that may occur immediately prior to the start of or during the term of the 3 days free time period, and/or any legal U.S. and/or Mexico Holiday that may occur within the initial 3 days free time period.

(2) Storage charges for such shipments will begin upon expiration of free time, and conclude whenever:

(i) Action is taken by the consignor, consignee, owner of the shipment and/or any third party representative thereof (including cartage or drayage agents, customs brokers, freight forwarders, Mexican carriers) which enables Carrier to arrange for further transport and/or delivery of the shipment; or

(ii) Carrier exercises its right to send the shipment to a public warehouse as provided in the Uniform Straight Bill of Lading Contract Terms and Conditions.

7. Shipments arriving at Carrier's facility, which are northbound from points in Mexico:

(a) Carrier's liability shall be that of a warehouseman during the period, which a shipment is detained in storage at Carrier's facilities, subject to the provisions of this Rules Tariff, in effect the date(s) such storage is



provided by Carrier. During storage, Carrier shall not be liable for rust or other deterioration due to natural causes inherent to the shipment.

(b) Carrier's liability and responsibility for safeguarding a shipment shall apply only when such shipment is detained in storage at Carrier's facilities. Carrier shall not be responsible for the acts or omissions of cartage or drayage agents, customs broker, freight forwarder, Mexican Carrier employed by, acting on behalf of or taking directions from any consignor, consignee, owner of shipment or any representative thereof having possession, custody or control of such shipment.

(c) Storage charges, when computed, will not include Carrier's standard transit time that would have otherwise been utilized in transporting the shipment from storage site to destination under normal dispatch governed by hours of service regulations.

#### **705.17 Stops In-Transit**

A. Except as otherwise provided in individual tariffs making reference to this Rules Tariff, shipments subject to Truckload rates at Truckload minimum weights, or actual weight if greater, or subject to Truckload rates at maximum Truckload weights, may be stopped in transit at origin, intermediate points, or destination, subject to the following conditions, and the Stops In-Transit provisions B and C below will apply.

1. The bill of lading and shipping order shall show the name of only one consignee and one delivery address in the space provided therefor.

2. The names of places or addresses at which Vehicles are to be stopped for completion of loading or partial unloading shall be shown either in the body of the bill of lading and shipping order or in a separate paper which shall be issued with and be considered as part of the shipping documents.

3. Except as otherwise provided in individual rate Items or individual tariffs making reference to this Rules Tariff, the charge for each additional stop, exclusive of initial pick up or final delivery, shall be accrued per stop, in addition to all other applicable charges.

4. All charges on shipments subject to this rule must be prepaid, or paid by only one consignee, if collect. Where Shipper requests Carrier to collect charges from more than one consignee on a multiple stop shipment, an additional charge will be assessed for each additional consignee billed, exclusive of the final consignee.

5. The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited. Partial unloading will be permitted only at points beyond that at which the last stop for loading is made, and partial or completion of loading of a shipment will not be permitted after it has been partially unloaded.

6. Stopping in transit for partial unloading will not be permitted on shipments consigned as C.O.D.

7. Mileages shall be determined as provided in Item 100.

B. The following shall be applicable where rates are provided in cents per loaded mile.

1. On shipments stopped for partial loading or unloading, charges shall be determined on the basis of the Truckload maximum weight at the rate per loaded mile applicable from point of origin of shipment to point of final destination of shipment, via stop off point or points.

2. "Via stop off point" means via the actual route of movement of Carrier's Vehicle, subject to shipping instructions issued by Shipper on the bill of lading or shipping document tendered to Carrier with shipment.

C. The following shall be applicable where rates are provided in dollars and cents per Vehicle used.

1. For shipments moving on a rate per mile which are stopped at points – origin and destination, the out of route miles will be subject to the rate per mile from the original origin to the final destination plus any applicable fuel surcharge in addition to the stop minimum charges. For shipments moving on flat linehaul rates which are stopped at points

- origin and destination, the out of route miles will be subject to the calculated rate per mile from the original origin to the final destination plus any applicable fuel surcharge in addition to the stop minimum charges.

**705.18 Weight Verification**

A. When a Truck is weighed or re-weighed, either empty or loaded, at the request of either consignor or consignee, the charges will accrue for each time so weighed.

B. In each instance where Carrier is required or requested to return to Shipper or consignee's facility, a per mile charge, subject to a minimum charge, plus the applicable fuel surcharge, will apply on all return miles traveled by Carrier's driver and equipment, plus any applicable detention with power charges as provided below:

1. For detainment of Carrier's driver and equipment while shipment is being unloaded and re-worked, \$80.00 per hour or fraction thereof. There shall be no allowance for free time hours in such instances.

C. Shipments loaded prior to Carrier's arrival at Shipper's or consignee's site (example: preloaded, or Shipper load and count) of which when weighed off-site are found to be in non-compliance with applicable Department of Transportation weight and/or dimension regulations, shall be returned to Shipper's or consignor's site for unloading and re-working in order to comply to safety regulations. Such occurrences shall be subject to the following:

1. Charge per mile, subject to a minimum charge plus the applicable fuel surcharge.

D. For detainment of Carrier's driver and equipment while shipment is being unloaded and re-worked, a charge will accrue per hour or fraction thereof. There will be no allowance for free time hours in such instances.

**705.19 Return of Undeliverable Shipment**

A. Shipments which have been tendered for delivery at the point designated on the bill of lading which are refused or rejected, through no fault of Carrier, and are ordered returned by consignee or consignor, shall be rated and charged at the applicable rate from the point of refusal to origin, in addition to the charges from origin to point of refusal. (Minimum Charge per Shipment and Detention charges will apply.)

**705.20 Temperature Controlled Mileage Charge**

A. For shipments requiring temperature controlled protection, an additional charge per mile will be applicable in addition to the published fuel surcharge

**705.21 Temperature Controlled Data Records**

A. Temperature controlled data records will be provided upon Customer request for an additional charge. No charge will be assessed if data is provided to mitigate a claim.

**710 ACCESSORIAL SERVICE FEE SCHEDULE**

A. The following Accessorial Service Fee Schedule\* constitutes a summary of charges for convenience purposes only, but shall not be deemed to be all inclusive of the terms and conditions pertaining to the applicable charge as contained in this Rules Tariff. \*Additional fees may apply for temperature controlled service as indicated.

ACCESSORIAL SERVICE FEE SCHEDULE			
ITEM	FEE	REFERENCE	DESCRIPTION
705.01	\$250.00	Canadian Border Crossing	Per shipment charge of \$250.00 for export or import shipments crossing the USA-Canadian Border to or from Ontario or Quebec. In the event of an inspection by USA and/or Canadian Customs, each shipment shall be subject to Detention.
705.02	\$100.00	Customs In-Bond Shipment	Per shipment charge of \$100.00 for any load moving under Carrier's United States customs bond.
705.03A	\$60.00	USA/Mexico Border Trailer Detention (Northbound Mexico to USA/Canada)	For northbound loads from Mexico to USA/Canada, each shipment will be allowed three working days free time following the shipment's arrival date at the Mexican Carrier facility at the border. (Saturdays, Sundays, USA and Mexico national holidays to be excluded).

<b>ACCESSORIAL SERVICE FEE SCHEDULE</b>			
<b>ITEM</b>	<b>FEE</b>	<b>REFERENCE</b>	<b>DESCRIPTION</b>
			Upon expiration of the three-day free time, detention charges of \$60.00 per 24-hour period or fraction thereof (including Saturdays, Sundays, USA and Mexico national holidays), will be assessed per trailer.
705.03B	\$60.00	Intra-Mexico Trailer Detention (Northbound Mexico to USA/Canada)	For northbound loads from Mexico to USA/Canada, there will be a three-day grace period after Carrier's trailer arrives to the Shipper location in Mexico. (when applicable). Saturdays, Sundays, USA and Mexico national holidays to be included.  If Carrier's trailer is detained or delayed longer than said three-day period, Customer will be invoiced the following detention charges: For each succeeding 24-hour period or fraction thereof beyond the three-day grace period, including Saturdays, Sundays and national holidays (USA or Mexico), a charge of \$60.00.  Trailers requested to be stored at a Mexican Carrier, Mexican Border Crossing Drayage Company (also known as Transfer Company) or Customs Broker's facility anywhere in Mexico before being crossed over the Mexico/USA border will be assessed under Border Trailer Detention calculations.
705.03C	\$60.00	USA/Mexico Border Trailer Detention (Southbound USA/Canada to Mexico)	For southbound loads from the USA/Canada to Mexico, there will be a three-day free period after Carrier's trailer is requested to be stored at a Carrier's facility or delivered to Customs Broker/Freight Forwarder for customs clearance. Saturdays, Sundays, USA and Mexico national holidays to be excluded.  Upon expiration of the three-day free time, detention charges of \$60.00 per 24-hour period or fraction thereof (including Saturdays, Sundays, USA and Mexico national holidays), will be assessed per trailer.
705.03D	\$60.00	Intra-Mexico Trailer Detention (Southbound USA/Canada to Mexico)	For southbound loads from USA/Canada to Mexico, there will be a three-day grace period after Carrier's trailer is crossed over the USA/Mexico border and reported as being delivered at the consignee facility in addition to the standard transit time to final destination in Mexico (when applicable). Saturdays, Sundays, USA and Mexico national holidays to be included.  If Carrier's trailer is detained or delayed longer than said three-day period, Customer will be invoiced the following detention charges: For each succeeding 24-hour period or fraction thereof beyond the three-day grace period, including Saturdays, Sundays and national holidays (USA or Mexico), a charge of \$60.00.  Trailers requested to be stored at a Mexican Carrier, Mexican Border Crossing Drayage Company (also known as Transfer Company) or Customs Broker's facility anywhere in Mexico before delivering to the consignee will be assessed under Border Trailer Detention calculations.
705.04	\$40.00	Detention with Power	Per occurrence charge of \$40.00 per thirty-minute increment, or fraction thereof, for loading at origin or unloading at destination. Customer shall be allowed two hours free time. Stop offs for partial loading or unloading (excluding initial pick up and final delivery) shall be allowed two hours free time per occurrence. Any portion, fraction or segment of a thirty-minute increment will be charged the full thirty-minute rate of \$40.00 per each thirty minutes. Fees as stated are subject to a maximum charge of \$800.00 per 24-hour period.
705.05	\$60.00	Detention Trailer Only	Per occurrence charge of \$60.00 for loading at origin or unloading at destination. Customer shall be allowed 24-hours free time, from the time Carrier delivers the trailer to Shipper or consignee location. Upon expiration of free time, a fee of \$60.00 per 24-hour period, or fraction thereof, shall apply.
705.06	\$350.00	Drop and No Hook	When a shipment is dropped at delivery and through no fault of the Carrier an empty trailer cannot be picked up, a per occurrence charge of \$350.00 for drop and no hook will be added in addition to any applicable trailer detention.
705.07	\$350.00	Truck Ordered Not Used	When a load is tendered, accepted by Carrier, and Customer subsequently cancels the order within 24-hours of the scheduled pick up time without offer of a comparable load, Truck Ordered Not Used compensation will be paid in the amount of \$350.
705.08	\$200.00	Hazardous Materials	Per shipment charge of \$200.00 for hazardous materials shipments requiring placards. Based on the availability of Carrier drivers with proper "Hazmat" certification and license endorsement.
705.09	\$150.00	Tanker Endorsed	Per shipment charge of \$150.00 for shipments requiring tanker endorsed drivers. Based on the availability of Carrier drivers with proper "Tanker Endorsed" certification and license endorsement.
705.10	\$450.00	New York Delivery	Per occurrence charge of \$450.00 for final delivery or stop off for unloading or loading, in NY Zip Codes 100-104 and 110-119.
705.11	15%	Team Service	Per shipment charge of fifteen (15%) of the linehaul charges for team service.
705.12	\$150.00	Loading and/or Unloading	Per occurrence minimum charge of \$150.00 when Carrier performs or assists with loading and/or unloading at the rate of \$35.00 per hour, or fraction thereof. If lumpsum, actual charges plus \$20 administrative fee.

<b>ACCESSORIAL SERVICE FEE SCHEDULE</b>			
<b>ITEM</b>	<b>FEE</b>	<b>REFERENCE</b>	<b>DESCRIPTION</b>
705.13	*	Dry Van Mileage	*Household Goods Bureau Mileage Guide defined by Rand McNally MileMaker TM "practical" route, city to city, version 19.
705.14	\$1.75	Customer Requested Deadhead	Per occurrence charge of \$1.75 per mile plus applicable fuel surcharge for Customer requested deadhead from point of dispatch to the loading location. If the load is cancelled after dispatching, this charge is still applicable in addition to truck order not used.
705.15	\$100.00	Reconsignment	Per shipment charge of \$100.00 plus \$1.75 per mile for each additional mile as to each vehicle reconsigned or diverted, in addition to the applicable linehaul rate determined by the following provisions: When the linehaul rate to be applied on shipments for the agreed reconsignment or diversion point is higher than the rate from origin to final destination, the higher rate shall be applicable.
705.15	N/A	Flat Charges Per Vehicle Charge	The applicable rate for any excess mileage shall be determined by dividing flat charge or per vehicle charge by the applicable mileage plus applicable fuel surcharge.
705.15	N/A	Rate Per Mile (Mileage Rate)	The rate making distance shall be the distance from origin to final destination with the reconsignment as diversion point. If there is no published rate from origin to destination, the applicable rate per mile shall be \$1.75 plus applicable fuel surcharge.
705.16	\$60.00	Storage	Per shipment charge of \$60.00 for loaded trailer held at a Carrier facility. Customer shall be allowed 24-hours free time beginning on date arrival notice is given by Shipper to Carrier. Upon expiration of 24-hours free time, a fee of \$60.00 per 24-hour period, or fraction thereof shall apply.
705.17	\$150.00 \$250.00 \$350.00 \$500.00	Stop 1 Stop 2 Stop 3 Stop 4 and each successive	Per stop minimum charge(s)  For shipments moving on flat linehaul rates which are stopped at points - origin and destination, the out of route miles will be subject to the calculated rate per mile from the original origin to the final destination plus any applicable fuel surcharge in addition to the stop minimum charges.  For shipments moving on a rate per mile which are stopped at points – origin and destination, the out of route miles will be subject to the rate per mile from the original origin to the final destination plus any applicable fuel surcharge in addition to the stop minimum charges.  For multi-stop shipments less than 400 miles – origin and destination, that delay load delivery past one (1) calendar day, an additional charge of \$300 per day will apply in addition to stop charges.
705.18	\$25.00	Weight Verification	Per occurrence charge of \$25.00 for Customer requested weight verification.
705.19	\$50.00	Return to Customer Facility	Per occurrence charge of \$50.00 if Carrier has to return to Customer facility after weight verification, plus \$1.75 per mile and applicable fuel surcharge.
705.03A	\$150.00	Temperature Controlled USA/Mexico Border Trailer Detention (Northbound Mexico to USA/Canada)	For northbound loads from Mexico to USA/Canada, each shipment will be allowed three working days free time following the shipment's arrival date at the Mexican Carrier facility at the border. (Saturdays, Sundays, USA and Mexico national holidays to be excluded).  Upon expiration of the three-day free time, detention charges of \$150.00 per 24-hour period or fraction thereof (including Saturdays, Sundays, USA and Mexico national holidays), will be assessed per trailer.
705.03B	\$150.00	Temperature Controlled Intra-Mexico Trailer Detention (Northbound Mexico to USA/Canada)	For northbound loads from Mexico to USA/Canada, there will be a three-day grace period after Carrier's trailer arrives to the Shipper location in Mexico. (when applicable). Saturdays, Sundays, USA and Mexico national holidays to be included.  If Carrier's trailer is detained or delayed longer than said three-day period, Customer will be invoiced the following detention charges: For each succeeding 24-hour period or fraction thereof beyond the three-day grace period, including Saturdays, Sundays and national holidays (USA or Mexico), a charge of \$150.00.  Trailers requested to be stored at a Mexican Carrier, Mexican Border Crossing Drayage Company (also known as Transfer Company) or Customs Broker's facility anywhere in Mexico before being crossed over the Mexico/USA border will be assessed under Border Trailer Detention calculations.
705.03C	\$150.00	Temperature Controlled USA/Mexico Border Trailer Detention (Southbound USA/Canada to Mexico)	For southbound loads from the USA/Canada to Mexico, there will be a three-day free period after Carrier's trailer is requested to be stored at a Carrier's facility or delivered to Customs Broker/Freight Forwarder for customs clearance. Saturdays, Sundays, USA and Mexico national holidays to be excluded.  Upon expiration of the three-day free time, detention charges of \$150.00 per 24-hour period or fraction thereof (including Saturdays, Sundays, USA and Mexico national holidays), will be assessed per trailer.
705.03D	\$150.00	Temperature Controlled Intra-Mexico Trailer	For southbound loads from USA/Canada to Mexico, there will be a three-day grace period after Carrier's trailer is crossed over the USA/Mexico border and reported as being delivered at the

<b>ACCESSORIAL SERVICE FEE SCHEDULE</b>			
<b>ITEM</b>	<b>FEE</b>	<b>REFERENCE</b>	<b>DESCRIPTION</b>
		Detention (Southbound USA/Canada to Mexico)	consignee facility in addition to the standard transit time to final destination in Mexico (when applicable). Saturdays, Sundays, USA and Mexico national holidays to be included.  If Carrier's trailer is detained or delayed longer than said three-day period, Customer will be invoiced the following detention charges: For each succeeding 24-hour period or fraction thereof beyond the three-day grace period, including Saturdays, Sundays and national holidays (USA or Mexico), a charge of \$150.00.  Trailers requested to be stored at a Mexican Carrier, Mexican Border Crossing Drayage Company (also known as Transfer Company) or Customs Broker's facility anywhere in Mexico before delivering to the consignee will be assessed under Border Trailer Detention calculations.
705.04	\$60.00	Temperature Controlled Detention with Power	Per occurrence charge of \$60.00 per thirty-minute increment, or fraction thereof, for loading at origin or unloading at destination. Customer shall be allowed two hours free time. Stop offs for partial loading or unloading (excluding initial pick up and final delivery) shall be allowed two hours free time per occurrence. Any portion, fraction or segment of a thirty-minute increment will be charged the full thirty-minute rate of \$60.00 per each thirty minutes. Fees as stated are subject to a maximum charge of \$800.00 per 24-hour period.
705.05	\$150.00	Temperature Controlled Detention Trailer Only	Per occurrence charge of \$150.00 for loading at origin or unloading at destination. Customer shall be allowed 2 hours free time, from the time Carrier delivers the trailer to Shipper or consignee location. Upon expiration of free time, a fee of \$150.00 per 24-hour period, or fraction thereof, shall apply. Customer shall be responsible for any refueling, including the cost of fuel, of the temperature controlled unit while in possession.
705.07	\$600.00	Temperature Controlled Truck Ordered Not Used	When a load is tendered, accepted by Carrier, and Customer subsequently cancels the order within 24 hours of the scheduled pick up time without offer of a comparable load, Truck Ordered Not Used compensation will be paid in the amount of \$600.
705.08	\$300.00	Temperature Controlled Hazardous Materials	Per shipment charge of \$300.00 for hazmat shipments requiring placards. Based on the availability of Carrier drivers with proper "Hazmat" certification and license endorsement.
705.10	\$700.00	Temperature Controlled New York Delivery	Per occurrence charge of \$700.00 for final delivery or stop off for unloading or loading, in NY Zip Codes 100-104 and 110-119.
705.13	*	Temperature Controlled Mileage	*Most recent version of PC Miler, Practical, 53' foot routing, Closed Borders, zip to zip.
705.14	\$2.00	Temperature Controlled Customer Requested Deadhead	Per occurrence charge of \$2.00 per mile plus applicable fuel surcharge for Customer requested deadhead from point of dispatch to the loading location. If the load is cancelled after dispatching, this charge is still applicable in addition to truck order not used.
705.15	\$100.00	Temperature Controlled Reconsignment	Per shipment charge of \$100.00 plus \$2.00 per mile for each additional mile as to each vehicle reconsigned or diverted, in addition to the applicable linehaul rate determined by the following provisions: When the linehaul rate to be applied on shipments for the agreed reconsignment or diversion point is higher than the rate from origin to final destination, the higher rate shall be applicable.
705.15	N/A	Temperature Controlled Flat Charges Per Vehicle Charge	The applicable rate for any excess mileage shall be determined by dividing flat charge or per vehicle charge by the applicable mileage plus applicable fuel surcharge.
705.15	N/A	Temperature Controlled Rate Per Mile (Mileage Rate)	The rate making distance shall be the distance from origin to final destination with the reconsignment as diversion point. If there is no published rate from origin to destination, the applicable rate per mile shall be \$2.00 plus applicable fuel surcharge.
705.16	\$150.00	Temperature Controlled Storage	Per shipment charge of \$150.00 per day for loaded trailer held at a Carrier facility, plus a fee of \$18.00 per hour will apply starting the next calendar day from the time Carrier delivers the trailer to Shipper or consignee location and storage is requested.
705.18	\$25.00	Temperature Controlled Weight Verification	Per occurrence charge of \$25.00 for Customer requested weight verification.
705.19	\$50.00	Temperature Controlled Return to Customer Facility	Per occurrence charge of \$50.00 if Carrier has to return to Customer facility after weight verification, plus \$2.00 per mile and applicable fuel surcharge.
705.20	\$0.07/mi	Temperature Controlled Mileage Charge	For shipments requiring temperature controlled protection, an additional \$0.07/mile charge will be applicable in addition to the published fuel surcharge fee.
705.21	\$150.00	Temperature Controlled Data Download	If temperature controlled data is requested for a shipment, a fee of \$150.00 will apply and data will be available within 14 days of request. No charge will be assessed if data is provided to mitigate a claim.

**1000 ABBREVIATIONS**

A. The following constitutes a description of abbreviations as used in this Rules Tariff.

ABBREVIATIONS FOR PROVINCES OF CANADA (CA)					
AB	Alberta	NB	New Brunswick	QC	Quebec
BC	British Columbia	NS	Nova Scotia	SK	Saskatchewan
MB	Manitoba	ON	Ontario		

ABBREVIATIONS FOR STATES OF MEXICO (MX)					
AG	Aguascalientes	GJ	Guanajuato	QR	Quintana Roo
BJ	Baja California	GR	Guerrero	SI	Sinaloa
BS	Baja California Sur	HG	Hidalgo	SL	San Luis Potosi
CH	Chiapas	JA	Jalisco	SO	Sonora
CI	Chihuahua	MH	Michoacan	TA	Tabasco
CL	Colima	MR	Morelos	TL	Tlaxacal
CP	Campeche	NA	Nayarit	TM	Tamaulipas
CU	Coahuila	NL	Nuevo Leon	VL	Veracruz
DF	Distrito Federal	OA	Oaxaca	YC	Yucatan
DG	Durango	PU	Puebla	ZT	Zacatecas
EM	Estado Mexico	QA	Queretaro		

ABBREVIATIONS FOR STATES OF UNITED STATES (U.S.)					
AL	Alabama	KY	Kentucky	ND	North Dakota
AK	Alaska	LA	Louisiana	OH	Ohio
AZ	Arizona	ME	Maine	OK	Oklahoma
AR	Arkansas	MD	Maryland	OR	Oregon
CA	California	MA	Massachusetts	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DE	Delaware	MS	Mississippi	SD	South Dakota
DC	District of Columbia	MO	Missouri	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NE	Nebraska	UT	Utah
HI	Hawaii	NV	Nevada	VT	Vermont
ID	Idaho	NH	New Hampshire	VA	Virginia
IL	Illinois	NJ	New Jersey	WA	Washington
IN	Indiana	NM	New Mexico	WV	West Virginia
IA	Iowa	NY	New York	WI	Wisconsin
KS	Kansas	NC	North Carolina	WY	Wyoming