EXLA 105 FF
Revision 4

ESTES®

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RULES AND REGULATIONS

BETWEEN POINTS IN:	**AND:**
UNITED STATES	UNITED STATES CANADA MEXICO
CANADA	MEXICO

Applies on Interstate, Intrastate and Foreign Commerce

For Governing Publications, see Item 100

EFFECTIVE: JANUARY 2, 2026

ISSUED BY

PRICING DEPARTMENT
3901 WEST BROAD STREET
RICHMOND, VA 23230-3962

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Item	*Rule*
	PARTICIPATING CARRIERS **1.** The official list of the carriers participating in this tariff is as maintained in the offices of the carrier whose name appears on the Title Page of this tariff. 2. The listing contained in this Section is FOR INFORMATIONAL PURPOSES ONLY and is to be used as a ready reference to determine the application of routing provisions used in this tariff. ALPHA CODE EXLA Estes Express Lines, Richmond, VA USA
100	**LIST OF GOVERNING TARIFFS** This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by supplements thereto or successive issues thereof: KIND OF TARIFF — ISSUING AGENT — TARIFF SERIES — SEE ITEM 1. Classification, governing — NMF — 100 — 845 2. Class, US and US – Canada — EXLA — 500 3. Class, US and US – Canada — EXLA — 550 4. Mileage Guide — HGB — 100 — 510
105	**GOVERNING LAW AND JURISDICTION** All bills of lading, pricing agreements, rate agreements, and spot quotes shall be governed by and be construed in accordance with the substantive law of the Commonwealth of Virginia without regard to its choice of law principles, or where applicable, federal law. Any court of competent jurisdiction within the Commonwealth of Virginia shall have personal jurisdiction over the shipper, consignor, consignee, bill to party, and beneficial owner in any dispute which might arise under this rules tariff, in addition to any other venue as provided by law.
110 Part 1	**DEFINITIONS – GENERAL** 1. "BUSINESS DAY"… Each day, Monday thru Friday, excluding holidays. 2. "BUSINESS HOURS"…The times during which operations are generally conducted by the carrier at the point where the service is performed. 3. "CARRIER", "CONSIGNOR" or "CONSIGNEE"…Will include the authorized representatives or agents of such carrier, consignor or consignee. 4. "CONSIGNEE TO UNLOAD THE SHIPMENT"…The Consignee will perform the complete service of unloading the freight from the position in which it was transported on the carrier's vehicle. 5. "CONSIGNOR TO LOAD THE SHIPMENT"…The Consignor will perform the complete service of loading the freight onto the carrier's vehicle, including the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the Consignor. 6. "FREIGHT CHARGES"… Freight charges are costs that a Shipper, consignee or Third Party payer, pays for transporting goods from a source location to another destination. Freight charges have multiple components, including the cost of transport, fuel charges, accessorial charges, local taxes, special charges, handling charges and emergency costs. 7. "HOLIDAY"…Any day generally observed as a holiday by the carrier, at the point where the service is performed, including, but not restricted to: New Year's Day Independence Day Labor Day Thanksgiving Day Christmas Day When the holiday falls on Sunday, the following Monday will be considered a holiday. 8. "LOADING"…Includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment. 9. "NORMAL NON-WORKING PERIODS"…Means meal, coffee and/or rest breaks. 10. "PALLET"…Includes Pallets, Platforms, Shipping Racks, or Skids, with or without standing sides or ends, but without tops. 11. "PLACE"…A particular street address or other designation of a factory, store, warehouse, place of business or private residence at a "Point", including only contiguous property which shall not be deemed separate if intersected only by a public street or thoroughfare. 12. "POINT"…A particular city, town, village, community or other area, which is treated as a unit for the application of line-haul rates. CONTINUED

Item	*Rule*
	13. "PREMISES"… The entire property at or near the physical facilities of the Consignor, Consignee or other designated shipper or receiver of the shipment. 14. "PRIVATE RESIDENCE" Applies to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of service, products or merchandise to the walk-in public during normal business hours. 15. "SITE"…A particular platform or specific location for loading or unloading at a "PLACE". 16. "TIR CARNET"…A document used to expedite the movement of goods in international trade and to guarantee custom duties, if any. 17. "UNLOADING"…includes: a. Surrender of the Bill of Lading to the carrier on shipments billed "To Order"; b. Payment of lawful charges to the carrier when required prior to delivery of the shipment; c. Notification to the carrier that vehicle is unloaded; and d. Signing of the delivery receipt, except in the case of Waiver of Delivery Receipt, Unattended Delivery, or Signature Refusal as provided in Items 750 and 751.
	Types of Service 1. "JOINT LINE TRAFFIC"… The transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin, or delivery service at point of destination or at intermediate interchange point(s) as agent of the originating or delivering carrier. 2. "SINGLE LINE TRAFFIC"…The transportation of a shipment via one carrier, or via two or more carriers specifically designated as being considered as one carrier, whether pickup service at the point of origin or delivery service at point of destination is performed by the carrier, or for its account by another carrier as its agent. 3. "TRAFFIC HANDLED DIRECT"…The transportation of a shipment via only one carrier, but not including carriers specifically designated as being considered on carrier, whether pickup service at point of origin or delivery service at point of destination is performed by such carrier, or for its account by another carrier as its agent. 4. "TWO LINE HAUL", "THREE-LINE HAUL" or "FOUR-LINE HAUL"…Includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carriers specifically designated as being considered as one carrier will be considered as only one line.
110 Part 3	**Rates/Ratings** 1. "Any Quantity (AQ)"…An AQ rate/rating is one which is specifically designated AQ in this tariff, or in tariffs making reference to this tariff, and is applicable to the articles shipped, regardless of the quantity or weight of the shipment. 2. "Less Than Truckload (LTL)…An LTL rate/rating is one which is specifically designated LTL in this tariff, or in tariffs making reference to this tariff, and is applicable to a quantity of freight, which is less than the Volume or Truckload Minimum Weight specified. 3. "VOLUME" or TRUCKLOAD (VOL OR TL)"…a VOL or TL rate/rating is one which is specifically designated VOL or TL in this tariff and for which a VOL or TL Minimum Weight is specifically provided.
110-Part 4	**Equipment** 1. "CONVERTA-VAN"…A trailer, or semi-trailer, with removable side panels that can also be used as a flatbed trailer. 2. "DOUBLE TRAILER(S)" or "PUP"…A single trailer designed to be drawn in combination with one or more additional trailers of like construction, each single trailer not exceeding 30 feet in length. 3. "FLATBED"…An open trailer with no sides. 4. "LOWBOY"…An open trailer constructed to provide a low platform height, and designed for use in the transportation of extremely heavy or bulky property. 5. "TRUCK(S)" or "VEHICLE(S)"…A motor-powered vehicle with the engine and load-carrying body mounted on the same chassis, or consisting of a combination of a single tractor and one or more trailers, or semi-trailers and used on the highways in the transportation of property. a. When the vehicle(s) consists of a power unit and a single trailer, the length of the trailer must be not less than 35 feet in length. b. When the vehicle(s) consists of a power unit and two or more trailers or containers, the combined length of the trailer or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor.

Item	*Rule*
125	**ABBREVIATIONS AND REFERENCE MARKS** @ Denotes Addition [A} Denotes Increase [C] Denotes change which results in no increase nor reduction in charges [R] Denotes Reduction AQ Denotes Any Quantity C Denotes One Hundred (100) pounds CDN Denotes Canada c/o Denotes Care of COD Denotes Collect on Delivery COL Denotes Column Conc Denotes Concluded Cont Denotes Continued CWT Denotes Per One Hundred (100) pounds d/b/a Denotes Doing Business As DOT Denotes the Department of Transportation HGB Denotes Household Goods Carrier's Bureau KD or KDF Denotes Knocked Down or Knocked Down Flat LTL Denotes Less Than Truckload M Denotes One Thousand (1,000) Pounds MC Denotes Minimum Charge MEX or MX Denotes MEXICO Min Denotes Minimum MW Denotes Minimum Weight in Pounds NMFC Denotes National Motor Freight Classification NMFTA Denotes National Motor Freight Traffic Association, Inc. NOI Denotes Not Otherwise More Specifically Described in NMFC PCF Denotes Per Cubic Foot Sec Denotes Section STB Denotes Surface Transportation Board SU Denotes Set-Up Sup Denotes Supplement Thru Denotes Through TL Denotes Truckload US or USA Denotes UNITED STATES Viz Denotes Namely VMW Denotes Volume Minimum Weight in Pounds VOL Denotes Volume Wt Denotes Weight (x) Denotes Except as Otherwise Provided

Item	*Rule*
130	**ACCESSORIAL CHARGE APPLICATION** Accessorial rates and/or charges provided in this tariff apply as follows: 1. When freight charges are PREPAID the accessorial charges will be paid by the Consignor. 2. When freight charges are COLLECT the accessorial charges will be paid by the Consignee. 3. When freight is received from or tendered to a connecting line, the accessorial charges will be paid by the Consignee. 4. When Consignor indicates on the Bill of Lading that the application and payment of an accessorial service must be preauthorized, the Consignor must provide on the Bill of Lading the name, address, e-mail address and telephone number of the person authorized to approve the service or payment. Failure to provide the information will nullify the preauthorization requirement. The inability of the Carrier to contact the Consignor's designee or to receive a response may delay the delivery of the shipment.
150	**EXHIBITION OR TRADE SHOW SHIPMENTS RATE APPLICATION** Shipments subject to rates and charges that are governed by this rules tariff, when picked up from or delivered to convention centers or temporary warehouses for exhibitions or trade shows, will be subject to the following: a. Apply Class 125 on Exhibition Paraphernalia, Items 154630 through 154638, in lieu of the class rating in the NMFC. The shipment will be rated at the greater of Class 125 or actual class. b. The shipment will be rated at the otherwise applicable pricing, but at the class 125 rate (See Note A). (If the base rate tariff or pricing does not contain a class 125 rate, multiply the otherwise applicable rate or charge by 125%). c. Each shipment will be subject to an exhibition or trade show shipment charge of *$35.00* in addition to all other charges (See Note B). Note A – Freight of all kinds (FAK) class exceptions and NMFC released value class exceptions do not apply. Note B – The exhibition or trade show shipment charge on shipments to or from zips 60601-60699 and 27260 shall be *$60.00*. Note C - Exhibition or Trade Show shipments are not eligible for Time Critical Service.
155	**RULES APPLICATION** The rules and charges provided in connection with such rules published in this tariff will NOT apply to the extent conflicting provisions have been established either by written agreement or contractual arrangement with specific accounts and are maintained in the offices of the carrier, at the address shown for the Issuing Officer on the Title Page of this tariff.
163	**SHIPPER PRICING APPLICATION** Collect shipments consigned to customers having no established credit or shipments billed to third party payers having no established credit shall be rated at the shipper's (consignor's) pricing, to the extent of the application, based on 130 percent of the applicable rates or minimum charge. The provisions of this item do not apply when no pricing provisions are applicable.

Item	*Rule*
164	**TARIFFS APPLICATION** 1. Except as otherwise provided, applicable discounts will be shown as a reduction on the freight bill from the otherwise applicable freight charges. 2. When the applicable pricing provisions require Estes Express Lines to make a remittance on a freight bill, such remittance will not be sent until the freight bill has been paid. 3. Discounts published in discount tariffs will not apply on the accessorial charges. 4. In the event Carrier receives no shipments rated under the provisions of any individual tariff item for a period of 120 days, the item will be deemed obsolete and subject to cancellation without notice. The cancellation may apply to individual customer's participation or the entire tariff item. 5. Unless otherwise provided, shipments to or from zip codes not provided for in LTL Class Rate Scales, as contained in a customer's individual pricing program, will be rated by using the current EXLA 550 LTL Class Rate Tariff. As such, provisions of the customer's specific pricing agreement such as, but not limited to, published discounts, class exceptions, absolute minimum charges, and accessorial charges shall be applicable in conjunction with the current EXLA 550 LTL Class Rate Tariff. 6. Carrier reserves the right to modify, suspend or cancel obsolete pricing programs, other than contractual, at its sole discretion at any time without notice.
165	**TARIFFS APPLICATION** 7. Except as otherwise provided, applicable discounts will be shown as a reduction on the freight bill from the otherwise applicable freight charges. 8. When the applicable pricing provisions require Estes Express Lines to make a remittance on a freight bill, such remittance will not be sent until the freight bill has been paid. 9. Discounts published in discount tariffs will not apply on the accessorial charges. 10. In the event Carrier receives no shipments rated under the provisions of any individual tariff item for a period of 120 days, the item will be deemed obsolete and subject to cancellation without notice. The cancellation may apply to individual customer's participation or the entire tariff item. 11. Unless otherwise provided, shipments to or from zip codes not provided for in LTL Class Rate Scales, as contained in a customer's individual pricing program, will be rated by using the current EXLA 550 LTL Class Rate Tariff. As such, provisions of the customer's specific pricing agreement such as, but not limited to, published discounts, class exceptions, absolute minimum charges, and accessorial charges shall be applicable in conjunction with the current EXLA 550 LTL Class Rate Tariff. 12. Carrier reserves the right to modify, suspend or cancel obsolete pricing programs, other than contractual, at its sole discretion at any time without notice.

166	**PER PALLET RATE APPLICATION** Except as otherwise specifically provided, Pallet rate provisions in this Tariff are subject to the following: Pallet rates are stated in Dollars and cents per pallet. Pallet rates apply only on shipments handled direct by EXLA. * Pallet rates apply only on outbound prepaid shipments. Pallet rates do not apply to ZIP CODE or ZIP CODE prefixes (NY) 100-104, 110-119; (MA) 025-026; (FL) 33001, 33036-37, 33040-45, 33050-52, 33070, (RI) 02807. Freight must be securely fastened to the pallet(s) by shrink-wrapping or strapping so as to retain its unitized integrity. The number of pallets must be shown on the bill of lading at the time of shipment. Shipments moving under Pallet rates are subject to pallet count only. Carrier is not liable for any shortages involving specific piece count. Pallets are not subject to sorting or segregating, and must be loaded and unloaded as one unit. Pallet exchange programs do not apply to shipments subject hereto. Claims liability is limited to a maximum of $1.25 per pound. The maximum weight per pallet is 2500 pounds. The maximum size of pallets is 48"x48"x60"(high). Pallet rates are subject to fuel surcharge when applicable. Pallet rates herein take precedence over any other pricing program that may cover the traffic. Pallets exceeding dimensional and weight limitations may be subject to LTL rates and discounts. * As shown in Carrier North American Service Guide.
170	**CLASSES APPLICATION – (Exceptions to NMFC 100 Series Item 170 and 421)** To insure the correct assessment of freight charges and to avoid infractions of federal and state laws, shippers must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series). Appropriate abbreviated descriptions are permitted provided the NMFC item and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating are not acceptable forms of abbreviation and shall not determine the proper classification rating applicable to such commodity. Packaging types are required for classification rating and must also be shown. If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, such commodity will be assigned a class 175 rating, and rates will be assessed on that basis. (See Notes A & C) For commodities that are subject to different class ratings dependent upon the actual density or density group, shipper must show on bills of lading and shipping orders at time of shipment the actual density or density group. If the actual density or density group is not shown and shipment is inadvertently accepted, charges will initially be assessed on the basis of the class applicable to the lowest density provided. Upon submission of satisfactory proof of a higher actual density, freight charges will be adjusted to the basis of the class applicable to such density. (See Notes B & C) CONTINUED

170 (CONT)	**CLASSES APPLICATION - (Exceptions to NMFC 100 Series Items 170 and 421)** Note A: Upon submission of satisfactory "proof" of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class. Note B: Upon submission of satisfactory "proof" of actual density, charges will be adjusted to the basis of the class applicable to such density. Note C: "Proof" is described as an invoice or packing slip along with a pre-printed specification sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the specification sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original Bill of Lading.
175	**RATE APPLICATION WITH LTL DISCOUNTS** Shipments governed by this tariff or rule, weighing 10,000 pounds or more, which are subject to less than truckload (LTL) rates and less than truckload (LTL) discounts, shall be rated at the M10M (10,000 pound) line of rates prior to discounting.
275	**UNNAMED POINTS APPLICATION** In the absence of specific rates or bases for rates from or to places or areas within or adjacent to a city, town or village, the following rates, rules and regulations will apply: 1. FROM and TO points named, as well as from and to all places therein and integral parts thereof, if such points are unincorporated communities or villages; and additionally 2. FROM and TO all places that do not lie within a separately incorporated city, town or village, but which lie within the following distances of the corporate limits of said named point, if it has a population of: a. 2,500 or less…..one quarter (1/4) mile b. More than 2, 500, but not more than 10,000……one half (1/2) mile c. More than 10,000, but not more than 100,000……one (1) mile d. More than 100,000……two (2) miles Distances are airline distances and population is as reported by the last US decennial census. 3. In determining rates from and to places not lying within a separately incorporated city, town or village, which point lies within the distances specified in Paragraph 1, from two (2) or more incorporated cities towns or villages, the rate to apply shall be that which applies from the city, town or village closest to such point; if such point is equidistant from two (2) or more cities, towns or villages, the rate to apply shall be that which results in the lowest charge. 4. In applying the provisions of this item, distances are to be measured by airline distances from the corporate limits of points from and to which rates are provided.

280 **ADDITIONAL CHARGES – JACOB JAVITS CENTER AND MCCORMICK PLACE AND RICHARD J. DALEY CENTER (AKA MB REAL ESTATE)**

All shipments originating at or destined to:

Jacob Javits Center; or

McCormick Place, 23rd Street & Lake Shore Drive, Chicago, IL Zip 60616, or

Richard J Daley Center (aka MB Real Estate), 50 West Washington, Chicago, IL 60602, will be subject to those charges shown below, which will be assessed in addition to the line-haul or other published rates or charges applicable to the shipment. (See Notes A and B)

1. When pickup or delivery of a shipment is made by a Cartage Agent the following charges will be assessed:

SHIPMENT WEIGHT IN POUNDS	CHARGE
1 to 500	$*130.80* per shipment
501 to 1,000	$*144.50* per shipment
1,001 to 1,500	$*158.30* per shipment
1,501 to 3,000	$ *10.13* per cwt
3,001 to 6,000	$ *9.77* per cwt
6,001 to 10,000	$ *8.66* per cwt

Should pick up or delivery be required prior to 9:00 a.m., an additional charge of $*88.35* will be assessed.

2. The fee for gaining access to Jacob Javits Center or McCormick Place will be $*8.40* on shipments weighing up to 1,000 pounds, and $*14.90* on shipments weighing more than 1,000 pounds.
3. On inbound shipments, should the Consignee or his agent require a scale ticket certifying the weight of the shipment(s), a charge of $*15.65* per shipment will be assessed.

Note A: The charges set forth in this item will be assessed against the party responsible for payment of the freight charges.
Note B: The charges provided for in this item will not be subject to any discounts or reductions.

282 **ADDITIONAL CHARGES – LAS VEGAS, NV CONVENTION CENTERS**

All shipments originating at or destined to a location identified as a "Convention Center, Exposition Center, Convention Center Warehouse or Exposition Center Warehouse, including:

Las Vegas Convention Center, Las Vegas, NV;
Sands Convention Center, Las Vegas, NV,
Mandalay Bay Convention Center, Las Vegas, NV
The Bellagio, Las Vegas, NV
Caesars, Las Vegas, NV
The Mirage, Las Vegas, NV
Freeman Warehouse, Las Vegas, NV
GES, Las Vegas, NV
World Market Center, Las Vegas, NV
Shepherd Expo, Las Vegas, NV
DSD Group Expo, Henderson, NV 89052

will be subject to those charges shown below, which will be assessed in addition to the line-haul or other published rates or charges applicable to the shipment. (See Notes A and B)

1. When pickup or delivery of a shipment is made the following charges will be assessed:

SHIPMENT WEIGHT IN POUNDS	CHARGE
1 to 500	$130.80 per shipment
501 to 1,000	$144.50 per shipment
1,001 to 1,500	$158.30 per shipment
1,501 to 3,000	$ 10.13 per cwt
3,001 to 6,000	$ 9.77 per cwt
6,001 to 10,000	$ 8.66 per cwt

Note A: The charges set forth in this item will be assessed against the party responsible for payment of the freight charges.
Note B: The charges provided for in this item will not be subject to any discounts or reductions.

284	**LUMPER FEES – ADDITIONAL CHARGES** All shipments consigned to the following companies at the named locations will be subject to an additional lumper fee. This fee will be charged to the party responsible for paying the freight charges. **CHARGE PER SHIPMENT**: $*1.25/cwt*; Minimum Charge $25.00; Maximum Charge $93.50 **EXCEPT**: *Loblaws – Regina, SK; $*1.72/cwt*; Minimum Charge $48.00; Maximum Charge $253.00 LOCATION: • Co-Op Atlantic – Gander NL • Co-Op Atlantic – Moncton NB • Gropue Jean Coutu – Longueuil QC • Loblaws – St. John's NL • Loblaws – Mount Pearl NL • Loblaws – Halifax NS • Loblaws – Moncton NB • Atlantic Wholesalers – St. John's NL • TRA – Mount Pearl NL • TRA – Grand Falls NL • Sobey's – Debert NS • Sobey's – Stellarton NS • GFS Atlantic – Amherst NS • Mckesson Canada – Lakeside NS • Mckesson Canada – Moncton NB • Old Dutch – Dartmouth NS • Atlantic Freezer – Moncton NB • Bunzl Canada – Moncton NB • Kohl & Frisch – Moncton NB • Unisource Canada – Moncton NB • Sysco Food Service – Dieppe NB • *Loblaws – Regina SK (See above note)
285	**POINTS IN MEXICO – ADDITIONAL CHARGES** All shipments originating from or destined to the following cities or counties in Mexico will be subject to an additional charge per shipment, which will be assessed in addition to the line-haul or other published rates or charges applicable to the shipment. Charges will be assessed in U.S. dollars, as follows: From or To CELAYA..... $*110.78* From or To GUERNAVACA..... $*110.78* From or To GOMEZ PALACIO..... $*332.33* From or To SAN JUAN DEL RIO..... $*110.78* From or To TORREON..... $*332.33*
286	MEXICO POINTS DIVERSION International shipments between US and Mexico, which are diverted from the carrier either enroute to or from the US/Mexico border or at the US/Mexico border, will be subject to a charge of $200.00/shipment. A shipment is considered diverted by meeting one of the following criteria: 1. The custom broker or freight forwarder indicates the shipment has been diverted to another carrier or freight forwarder. 2. The customer indicates the shipment has been diverted to another carrier or freight forwarder. 3. Seven (7) calendar days have passed since shipment was tendered to the customs broker or freight forwarder and the shipment has not crossed the border and been re-tendered to the carrier. 4. The freight is picked up at the dock of the carrier's border service center. 5. The customer provides written authorization to remove the Mexico service portion of the bill. Note: Shipments meeting at least one provision in the "Criteria" section of this item will be rerated from origin to the point of diversion and subject to the addition charge listed above. The point of diversion on northbound shipments shall be the custom broker's address. The point of diversion on southbound shipments shall be the freight forwarder's address.
289	**HIGH COST AND REMOTE ACCESS AREAS ADDITIONAL CHARGES** **Revised NOVEMBER 9, 2026** **Please go to https://www.estes-express.com/downloads/Item-289-Chart.pdf**

295	**ADDITIONAL CHARGES –ALBERTA OIL SANDS PROJECTS** Shipments destined to or originating from the Alberta Oil Sands Projects will be subject to the following additional charges as indicated by project name or site location. Freight tariff through rates from or to Fort McMurray, Alberta (AB) will apply and shall include any applicable discounts or commodity rating. Limited Access charge shall not be applicable in addition to the following pickup or delivery charges in regards to the mine delivery portion of the item:

PROJECT/SITE NAME	PICKUP & DELIVERY CHARGE
Albion Sands	*$250.00* US funds
Athabasca Lodge	*$195.00* US funds
Aurora	*$275.00* US funds
CNRL (Canadian Natural Resources)	*$315.00* US funds
Connacher Oil & Gas	*$305.00* US funds
Deer Creek	*$330.00* US funds
Dover OPCO Oil Sands	*$315.00* US funds
Finning/Mildred Lake	*$175.00* US funds
Fort Hills	*$605.00* US funds
Fort MacKay	*$275.00* US funds
Hammerstone	*$250.00* US funds
Horizon – CNRL	*$315.00* US funds
Husky Sunrise	*$635.00* US funds
Japan Oil Sands	*$305.00* US funds
Josyln Creek	*$275.00* US funds
Kearl Lake	*$690.00* US funds
Marsol Canada / Mildred Lake	*$175.00* US funds
Muskeg River	*$310.00* US funds
Northland Forest	*$120.00* US funds
Nexen/Long Lake	*$605.00* US funds
Opti/Long Lake	*$655.00* US funds
Petro-Can Fort McKay	*$275.00* US funds
Petro-Can / McKay River	*$675.00* US funds
PTI Beaver Lodge	*$195.00* US funds
PTI Lodge	*$195.00* US funds
PTI McClelland Lake Lodge	*$350.00* US funds
Shell Jack Pine	*$250.00* US funds
SMS Equipment – Main	*$120.00* US funds
Suncor / Firebag Service	*$550.00* US funds
Suncor/Forest Hills Gate 6	*$605.00* US funds
Suncor / Main Plant	*$120.00* US funds
Surmount Project Site	*$655.00* US funds
Syncrude/Main Plant	*$135.00* US funds
Syncrude SWQR Project	*$275.00* US funds
Syncrude UE #1	*$140.00* US funds
Tar Island	*$120.00* US funds

295-05	**ADDITIONAL CHARGES TO REMOTE LOCATIONS IN CANADA**

PROVINCE	**MC**	**PER TL**
Newfoundland/Labrador	8.9% of freight charges	*$435.00*

PART 2
Through charges will be applied as follows:
Shipments from or to points in Canada with the following indicated postal code ranges shall be assessed an additional charge as provided herein as indicated in the following chart. The rates applicable are based on the table number corresponding to the postal code range.
Rates for these table numbers are in PART 3 of this item.

Province/Territory	**Postal Code Prefix**	**Table**
Yukon Territory, YT	Y0A-Y0B	24
	Y1A	23
Northwest Territory, NT	X0A-X0E	24
& Nunavut, NT	X0G	24
	X1A	20
Manitoba, MB	R0A	8
	R0B	24
	R0C-R0M	12
	R1N	8
	R6M-R6W	12
	R7N	18
	R8A	23
	R8N	18
	R9A	18
Saskatchewan, SK	S0A	8
	S0C – S0H	8
	S0J	12
	S0K-S0P	8
	S2V	2
	S6J	2
	S6V-S6X	1
	S9A-S9V	6
	S9X	16
Alberta, AB	T0A-T0G	14
	T0H	17
	T0J-T0M	14
	T0P*	24*
	T0V	18
	T1S	2
	T8S	6
	T7V	6
	T8V-T8X	12
	T9H-T9M	12
	T9V-T9X	8

Please call for beyond or remote points.
Example: *TOP has beyond points; however, also includes "fly in" only points.

CONTINUED

	British Columbia, BC	V0A-V0B	16
		V0C	21
		V0E-V0H	16
		V0J	19
		V0K *excl Crofton	16
		V0L	16
		V0M	16
		V0N	16
		V0P	16
		V0R	24
		V0S	16
		V0T-V0V	24
		V0W	24
		V1A	10
		V1C	10
		V1G	10
		V1L	10
		V1J	10
		V1N	10
		V1R	8
		V2G-V2J	6
		V2K-V2N	4
		V8A-V8B	15
		V8C-V8J	15
		V8K	16
		V8L-V8Z	4
		V9A-V9G	4
		V9H-V9J	9
		V9K-V9N incl Crofton	5
		V9P	9
		V9R-V9V	3
		V9W	9
		V9X	3
		V9Z	4
	Ontario, ON	K0J	**All Table 24**
		K0M	
		P0G	
		P0H	
		P0J-P0N	
		P0P	
		P0S-P0T	
		P0V-P0Y	
		P2B	
		P4N	
		P4P	
		P4R	
		P5N	
		P6A-P6C	
		P7A-P7C	
		P7E	
		P7G	
		P7J-P7L	
		P8N	
		P8T	
		P9A	
		P9N	

CONTINUED

	Quebec, PQ	G0B G0G G0W G4T J0M J0Y J0Z	**All Table 24**

PART 3

TABLE	MC	CWT
1	35	7.36
2	39	7.51
3	44	8.21
4	44	11.36
5	48	12.50
6	50	9.58
7	50	12.50
8	55	10.97
9	55	15.90
10	61	11.64
11	61	11.76
12	100	14.50
14	66	12.53
15	66	10.48
16	72	14.42
17	77	14.54
18	150	24.50
19	88	16.46
20	99	21.01
21	105	20.47
22	110	22.99
23	121	25.27
24	200	48.25

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ADDITONAL CHARGES TO LOCATIONS IN ALASKA, HAWAII AND MEXICO

Shipments originating from or destined to points in: Alaska (AK), Hawaii (HI) and Mexico (MX) will be subject to the following application of rates:

1. Shipments with applicable through class rates shall apply on the continuous move from origin or to destination.
2. Through discounts named from or to the United States but not specifically named for the states of Alaska (AK) or Hawaii (HI) shall not apply. Through discounts named from or to Mexico (MX) but not specifically named for the city or state and/or postal code in Mexico shall not apply.
3. Shipments requiring advancing of another carrier's freight charges for shipments from or to Alaska (AK), Hawaii (HI), or Mexico (MX) shall be subject to arbitraries or other tariff rates over a point of transfer required to move the shipment.
4. Shipments to points requiring another mode of transport shall be subject to additional charges for advancing other than truck transport charges per Item 300 – ADVANCING OR PAYING CHARGES.
5. When any publication governed by this tariff exempts or cancels the application of charges for any accessorial service provided by this tariff, the exemption or cancellation will only apply to the domestic portion of the shipment.

298 **ADDITIONAL CHARGES – HARBOR POINTS IN WASHINGTON**

Shipments destined to or originating from the following points, will be subject to the charges below:

Zip Code 98070 Burton, WA
Dockton, WA
Vashon, WA
Zip Code 98281 Point Roberts, WA
Zip Code 98279 Doebay, WA
Olga, WA
Zip Code 98245 Eastsound, WA
Zip Code 98222 Blakely Island, WA
Zip Code 98250 Friday Harbor, WA
Roche Harbor, WA
Zip Code 98243 Deer Harbor, WA
Zip Code 98280 Orcas, WA
Zip Code 98261 Lopez Island, WA
Port Stanley, WA
Zip Code 98286 Shaw Island, WA
Zip Code 98303 Anderson Island, WA

CLASS RATES IN DOLLARS PER 100 POUNDS

Wt in lbs	500	400	300	250	200	175	150	125	110	100	92.5, 85	77.5, 70	65, 60 55, 50
<500	456.03	387.21	279.17	237.05	201.29	170.91	145.12	123.23	104.63	88.85	75.44	64.06	54.39
500	364.90	309.83	223.39	189.68	161.06	136.76	116.13	98.61	83.73	71.10	60.36	51.26	43.52
1000	291.94	247.89	178.73	151.76	128.87	109.42	92.90	78.89	66.99	56.88	48.30	41.01	34.82
2000	218.99	185.94	134.06	113.84	96.66	82.08	69.69	59.18	50.24	42.66	36.23	30.77	26.12
5000	164.35	139.55	100.61	85.43	72.53	61.59	52.30	44.40	37.71	32.01	27.18	23.09	19.60
10000	123.26	104.65	75.45	64.07	54.40	46.20	39.23	33.31	28.28	24.01	20.39	17.31	14.70
20000	92.31	78.38	56.51	47.99	40.74	34.60	29.38	24.95	21.18	17.99	15.27	12.97	11.01
30000	69.13	58.71	42.33	35.94	30.51	25.91	22.00	18.68	15.87	13.47	11.43	9.71	8.24
40000	52.02	44.16	31.85	27.04	22.96	19.50	16.56	14.06	12.32	10.13	8.61	7.31	6.21

Rates stated within this Item are subject to the following Absolute Minimum Charges:

Weight (lbs)	Charge
0-99	*$125.35*
100-199	*$155.03*
200-299	*$198.89*
300-399	*$243.02*
400+	*$302.79*

300 **ADVANCING OR PAYING CHARGES (Exception to NMFC Item 300)**

Unless otherwise instructed by Shipper or Consignee, carriers may advance or pay charges for truck entry fees, or for accrued lawful charges of air or water carriers. Such advancements or payments, together with the charges accruing under this item, shall be assessed to the party against whom the freight charges on the shipment involved are assessed.

1. Billing under this item may be made either at the time of billing of the freight charges, if the advancements or payments are then known, or by subsequent billing as necessary. Charges specified in this rule must be entered on billing in such manner as to accurately describe their exact character.
2. The charges accruing to the carrier for advancing or paying money in this item will be:
   CHARGE: 6.0% of the money so advanced or paid;
   MINIMUM CHARGE…… $*53.65*

345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

1. Actual tender of delivery at Consignee's place constitutes the notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the Consignee no later than the next business day following the arrival of the shipment.
   a. The notice will be given by telephone if convenient and practicable, otherwise by mail or facsimile. The notice, however transmitted, will specify the point of origin, the Consignor, the commodity and weight of shipment.
   b. If the Consignee's address is unknown to the carrier, the notice will be mailed to the Consignee at the post office serving the point of destination shown on the Bill of Lading.
   c. In the case of notification by mail, the notice will be deemed to have been given, that is, received by the addressee, at 8:00 a.m. on the first business day after it was mailed.

UNDELIVERED FREIGHT

1. If freight cannot be delivered because of the Consignee's refusal or inability to accept it, or because the carrier cannot locate the Consignee, or if freight cannot be transported because of an error or omission on the part of the Consignor, the carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage and the reason therefore.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. On undelivered shipments, disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container, or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return or reconsign a shipment, or to limit storage liability.

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350 1

ARTICLES OF EXTRAORDINARY VALUE, LIMITATION OF LIABILITY, PROHIBITED OR RESTRICTED ARTICLES /RELEASE VALUES

LIMITATION OF LIABILITY- ARTICLES OF EXTRAORDINARY VALUE (SEE NOTE B)

A. Maximum liability on shipments subject to a SPOT QUOTE will be:

Per Pound per package……. $2.00

Not to Exceed……. $10,000

B. Carrier's maximum cargo liability for loss, damage, or destruction to any shipment or any part thereof shall be limited to $5.00 per pound per package or $50,000 per shipment, whichever is lower.

CONTINUED

C. The carrier's maximum liability in the event of loss or damage will be determined separately for each distribution package lost or damaged, and will be limited to the lowest of the following:

1. The actual value of the shipment at origin; or
2. The valuation provided in this EXLA 105; or
3. The Released Value as stated in the National Motor Freight Classification 100 Series, which will apply for each distribution package lost or damaged.

D. The term "Distribution Package" means any primary shipping package authorized by the provisions of individual tariffs governed by this tariff or classification items in the NMFC. When a number of distribution packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carrier's maximum liability will be determined by separately multiplying the released value times the weight of each individual distribution package lost or damaged and not on the basis of the weight of the total number of distribution packages unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or over packed in an additional complying package.

E. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the actual Class of the article tendered, as published in the NMFC 100 Series or the shipper's FAK pricing agreement, if any, whichever is lower.

F. If the carrier's driver is prohibited from witnessing the unloading process to verity damages or shortages, the carrier will be relieved from claims liability.

CONTINUED

350 2	**DO NOT HAUL LIST** **1. PROPERTY OF EXTRAORDINARY VALUE (See NOTE C)** The following property will not be accepted for shipment or as premiums accompanying other articles: BANK BILLS CREDIT CARDS DEEDS JEWELRY, other than costume or novelty jewelry LETTERS, with or without stamps affixed (See Note F) MARBLE or marble products of granite or slate, unless crated and approved by VP, Operations MUSEUM ARTICLES, or ARTICLES OF ANTIQUITY (See Note H) ORIGINAL WORKS OF ART (See Note I) CURRENCY, other than coin (See Note E) DRAFTS POSTAGE STAMPS PRECIOUS METALS PRECIOUS STONES REVENUE STAMPS (See Note G) VALUABLE PAPERS OF ANY KIND VISUAL COMMUNICATING OR MONITORING DEVICES (Including TELEVISIONS, VIDEO or MULTIMEDIA MONITORS OR DISPLAYS (other than CRT (Cathode Ray Tube) **2. PROHIBITED OR RESTRICTED ARTICLES (See NOTE C)** The following articles will not be accepted for transportation: Airsoft Guns that resemble a firearm, or a replica of a firearm, are prohibited in Canada Cadavers and/or bodily fluid Controlled Substances (Schedule 1 – 5, 21 USC), including, but not limited to the following: Schedule I – heroin, lysergic acid diethylamide (LSD), marijuana (for medical or personal use) Schedule II – amphetamine and dextroamphetamine (Adderall®), cocaine, codeine Schedule III – acetaminophen with codeine, anabolic steroids (Androderm®, Testim®), buprenorphine and naloxone (Suboxone®) Schedule IV – alprazolam (Xanax®), clonazepam (Klonopin®), diazepam (Valium®) Schedule V – acetaminophen with codeine, Phenergan® with codeine, Robitussin® AC with codeine Copiers e-Liquid or e-Juice Electronic Cigarettes (e-Cigarettes or e-Cigs), Vape (Vaping) Devices or Other Electronic Nicotine Delivery Systems (ENDS), or Subassemblies or Essential Parts thereof are restricted from delivery to private residences, or to places of Limited access as defined in Item 751-10, Section 1, Item # 2. Note: Carrier will not hold items on dock for customer pick up. Explosives, Hazard Class 1, Division 1.1, 1.2 or 1.3; Explosives, Hazard Class 1, Division 1.5, requiring placards, exceeding 1,000 pounds; Firearms, Assembled or Unassembled Firearms Parts (including gun barrels, gunstocks, handguards, etc.) not sufficient to build a complete firearm, Ammunition or Cartridges – small arms, and Fireworks/Pyrotechnics are restricted from delivery to private residences, or to places of Limited access as defined in Item 751-10, Section 1, Item # 2. Note: Carrier will not hold items on dock for customer pick up. Fireworks/Pyrotechnics are restricted from delivery to private residences, or to places of Limited access as defined in Item 751-10, Section 1, Item # 2. Note: Carrier will not hold items on dock for customer pick up. CONTINUED

	Any and all flora or fauna or derivatives therefrom covered by the CITES treaty. See 50 CFR, Part 23. Fresh Fruit Fresh Produce Hazardous Waste Hemp in the raw, hemp plants, hemp leaves, hemp oil, hemp seed oil and CBD's derived from hemp **(**See Note L) CBD OILS that contain THC (See Note L) Human or animal urine/feces Infectious Substances (Hazard Class 6.2) Intermediate Bulk Containers (IBC's), as defined in Item 280 of the NMFC shall only be accepted where the container is both rigid and contained within a 6 sided metal cage supporting the rigid container. Any flexible or semi-rigid container, or any rigid container not enclosed within a metal cage containing any liquid, gas, gel, or semi-liquid material, shall not be accepted under any circumstance. Kratom (See note K) or any product that contains 7-hydroxymitragymine Lampblack, carbonized charcoal, powderized paint pigment, powderized dyes or carbon black Live Plants Nitrocellulose Organic Peroxides that require temperature control Poison Inhalation Hazard (NMFC 45615 Sub 2 and NMFC 85900) Quicksilver (Metallic Mercury**)** Radioactive Materials, Articles or Isotopes that are highway route controlled. Refrigerated Liquid Methane, LP gas or other liquefied gas with methane content greater than 85%, In packaging exceeding 3,500 gallons; Scrap Tires Single piece handling unit weighing in excess of 5,000 lbs Synthetic Cannabinoids (See note L) Any product that contains levels of THC that meet or exceed 0.3%. Products containing less than 0.3% will be accepted. (See Notes K and L) Products that contain THC are restricted from delivery to private residences, or to places of Limited Access as defined in Item 751-10, Section 1, Item #2. Note: Carrier will not hold items on dock for customer pick up. Any vehicles, vessels, tools, or equipment, including but not limited to cabinets, cars, forklifts, motorcycles, bicycles, or any other vehicles, vessels, tools, or equipment that have tires, wheels, rollers, casters, or caster wheels that can be rolled on or off a trailer. CONTINUED

	3. FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT (See NOTE C) Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for, subject to delay for suitable equipment, or may be refused for lack of suitable equipment. NOTE A: The Provisions of this Section apply only when the amount of the claim exceeds $300.00. NOTE B: Shipments moving in International Commerce shall be subject to the following: 1. On shipments moving FROM the United States TO Canada: Carrier liability, as it pertains to valuation, will be governed by the provisions of this item. 2. On shipments moving FROM Canada TO the United States: Carrier's Maximum Liability shall be $2.00 (Canadian) per pound, per article. NOTE C: If a shipment subject to this item is inadvertently accepted, it will be considered to be released to a value not exceeding $3.00 per pound per distribution package. NOTE D: When Payer of Freight Charges is located in Puerto Rico, the maximum liability will be $5.00 per pound per distribution package, subject to a maximum liability of $50,000.00 per shipment NOTE E: MONETARY COINS will not be accepted as premiums with other articles, except per NMFC Item 310. NOTE F: U.S. MAIL will be accepted when the Consignor and Consignee are U.S. Post Offices. NOTE G: U.S. INTERNAL REVENUE DISTILLED SPIRITS STAMPS will be accepted in VOL or IBC TL shipments only, NOTE H: Except ANTIQUE FURNITURE, subject to NMFC Items 100240 and 100260; or NUMISMATIC EXHIBITS, subject to NMFC Item 63830. NOTE I: Except PICTURES or PAINTINGS, subject to NMFC Items 100240, 100260 and 149420. NOTE J: IBC's as defined by Item 280 of the NMFC and Part 2 hereof, shall only be accepted when compliant with that section. NOTE K: Any of these items shipped with Carrier, and accepted in error, will be rated as NMFC Class 300 less any applicable discount. NOTE L: Products containing ANY level of Hemp Based THC destined to the states of ID, ND, SD, AK will not be accepted and shall be subject to NOTE K. Products containing ANY level of Marijuana Based THC destined to the states of DE, ID, MT, NY, ND, RI, SD, VT, VA, WA, WY will not be accepted and shall be subject to NOTE K.
350 3	**FULL VALUE COVERAGE** 1. The shipper may request "Full Value Coverage" only as set forth in this Section. 2. Shipments where "Full Value Coverage" is not requested shall be governed by any and all limitations set forth in Item 350 herein, or in other tariffs, contracts, or in the NMFC. 3. Full Value Coverage" will be deemed to be requested when the Bill of Lading is marked as such at the time of shipment, and the shipper must indicate in writing on the Bill of Lading the total "Full Value Coverage" requested. (See Example below and Notes A thru F) Example: A shipper requesting $10,000.00 "Full Value Coverage" would notate the Bill of Lading in the "Full Value Coverage" box provided on the bill of lading at the time of shipping as follows: FULL VALUE COVERAGE The Shipper may request Full Value Coverage by indicating the total amount requested here: Shipper hereby requests Full Value Coverage in the total amount of: $10,000.00. Refer to EXLA 105 rules tariff for further details. 4. "Full Value Coverage" purchased by the shipper will apply to the shipment as a whole and will be prorated across the entire shipment in the event of partial loss or damage. 5. The charge for "Full Value Coverage" will be: $.75 per $100 of Full Value Coverage requested, subject to a minimum charge of $65.00 per shipment, and subject to a maximum Full Value Coverage of $150,000.00 per shipment. The charge will be in addition to any applicable freight charge and is not subject to any discount. The charge will be payable by the party responsible for payment of the freight charges and shall be considered and treated as additional freight charges. CONTINUED

6. "Full Value Coverage" includes the amount of the invoice supplied by the Consignor or Consignee, calculated as follows (Freight charges are costs that a Shipper, consignee or Third Party payer, pays for transporting goods from a source location to another destination. Freight charges have multiple components, including the cost of transport, fuel charges, accessorial charges, local taxes, special charges, handling charges and emergency costs.):

   EXAMPLE:

   a. INVOICE AMOUNT- $30,000.
   b. CHARGE AT $.75 PER $100 = $30,000/100 multiplied by $.75 = $225.00 total additional cost for Full Value Coverage.

7. Maximum Liability: The maximum "Full Value Coverage" available is a total combined amount of $150,000.00 per shipment. If a shipment is inadvertently accepted with a request for "Full Value Coverage" exceeding $150,000.00, the maximum coverage shall be limited to $150,000.00. In no event shall liability exceed the actual invoice value of the goods shipped (including "Full Value Coverage).
8. Each claim for loss or damage (separately occurring) shall be adjusted separately, with no deductible.
9. Damaged goods must be retained for presentation at time of settlement.
10. Executing the provisions as stated in Paragraph 3 of this Section 3 will eliminate the application of any and all limitations set forth in Item 350 herein, or in other tariffs, contracts, or in the NMFC.
11. The amount of "Full Value Coverage" requested must be written in the "Full Value Coverage" box provided on the Bill of Lading as described in Paragraph 3 of this Section 3.
12. Shippers must declare the full invoice value of the shipment when selecting Full Value Coverage. If a shipper declares a value that is less than the actual invoice value of the goods, Estes' liability for any loss or damage claim will be limited on a proportional basis: the value requested divided by the actual invoice value of goods. For example:

Example One:

Invoice value of the entire shipment being shipped	$25,353.00
FVC Request as declared by shipper	$5,000.00
Limit of liability as a percentage	19.72%
Partial Loss	$10,000.00
Effective limit of liability	$1,972.15

Example Two:

Invoice value of entire shipment being shipped	$10,000.00
FVC Request as declared by shipper	$5,000.00
Limit of liability as a percentage	50%
Loss or Damage claimed amount	$4,000.00
Effective limit of liability	$2,000.00

Note A: This section shall apply on shipments moving to or from the United States and Canada. This section shall apply on shipments moving to or from the United States and Mexico, subject to certain limitations. See NOTE B.

Note B: For shipments moving to or from the United States and Mexico, provided the shipment moves on an Estes Express Lines bill of lading with a charge for Full Value Coverage, the maximum limit of liability for any one shipment is $50,000.00 unless otherwise agreed in writing. In the aggregate, for shipments to or from the United States and Mexico, Carrier shall not be liable hereunder for more than $250,000.00 via any one land conveyance or in any one place at any one time or in any one disaster or accident unless otherwise agreed in writing.

Note C: The provisions of this Section 3 shall not apply on shipments as defined in Paragraph 2 of this Section 3 or on shipments of:

- Household Goods and Personal Effects;
- Antiques;
- Fine artwork – paintings, drawings, statues, rare books and other works of art;
- Fine jewelry, fine watches;
- Precious stones, diamonds;
- Precious metals and bullion (gold, platinum, silver, and other precious metals or articles);
- Money and currency in any form;
- Accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings
- Recorded or electronic data and media;
- Piano(s);
- Contraband, property, or goods in the course of illegal transportation or trade;
- Hides, furs or fur garments;
- Live animals;
- Perishables; or
- Cadavers and/or bodily fluid.

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	The provisions of this Section 3 shall also **not** apply in case of loss, damage, or any expense attributable to, caused by, or resulting from: • Delay, loss of market, loss of use, interruption of business, or any consequential loss; • Ordinary loss in weight or volume; • Rust, oxidation and/or discoloration; • Ordinary leakage; • Mechanical, electrical or electronic derangement; • Inherent vice or defect; insects, vermin; • Ordinary wear and tear of the subject shipment; • Insufficiency or unsuitability of packing or preparation of the subject shipment; • Gradual deterioration; • Neglect of the shipper to use all reasonable means to save and preserve the subject shipment at the time of or after any loss or damage; or • Loss, damage or expense arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination. Note D: This section shall not apply on shipments where the payer of the freight charges is located in Puerto Rico. Note E: For shipments where the payer of the freight charges is located in Puerto Rico, liability shall be governed as provided in Item 350 herein, or in other tariffs, contracts, or in the NMFC. Note F: A request for "Full Value Coverage" will not be accepted when the shipper has selected a class dependent on a "Released Value" as provided in the NMFC.
350 4	**SECTION 4** **CLAIMS – LOSS AND DAMAGE, OVERCHARGE AND OVER-COLLECTED** The customer responsible for payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims. Further, all loss and damage claims must be supported by a paid freight bill. If the claimant fails to produce evidence of payment of all freight charges, the claim is subject to being summarily denied. The term "subject to" is an improper exception and may not be placed on delivery receipts at time of delivery. If there is evidence of shortage or damage, a specific exception must be placed on the delivery receipt at the time of delivery. Any reference to or use of the term "subject to" shall be treated as evidence of clear delivery. During live deliveries, when carrier's driver or representative is not allowed to be present during consignee's unloading, the carrier shall have no liability for shortage or damage. If the claimant fails to produce evidence of payment of all freight charges, the claim is subject to being summarily denied Carriers are responsible to deliver the shipment in accordance with the Bill of Lading contract. Deliveries will not be made subject to inspection by the Consignee, nor will Consignees be permitted to open or inspect boxes, crates, or other shipping packages upon delivery in the absence of visible, observable damage to such boxes, crates, or other shipping packages. If there is visible, observable evidence of loss, damage, or shortage, the proper exception must be placed on the delivery receipt at the time of delivery. In the absence of such visible, observable evidence of loss, damage, or shortage, the rules on concealed damages, if applicable, would apply. **All claimants must retain damaged merchandise, salvage, and packaging until claim disposition is communicated by Carrier. Failure to do so may result in claim denial.**
350 5	**SECTION 5** **RELEASED VALUE** 1. If a released rate is available for the commodity shipped, and if the Consignor fails to declare the Released Value on the Bill of Lading at the time of shipment, the shipment will not be accepted. However, if the shipment is inadvertently accepted, it will be conclusively presumed that the lowest Released Value applies even though the commodity was listed under Freight, All Kinds, (FAK) and/or moved under a minimum freight rate. 2. When a Released rate is available for a commodity, and the commodity moves under a Freight, All Kinds

or a reduced minimum rate, it shall be conclusively presumed that the goods in question shall have a Released Value for the purposes of any loss or damage claimed.

3. When on Minimum Charge shipments, subject to the provisions of this tariff, carrier's liability in the event of loss of damage, shall be at the lowest Released Value provided for the commodity, subject to the Released Value provisions in Tariff NMF 100 Series.

LIMITATION OF LIABILITY – SHIPMENTS TO/FROM MEXICO

1. The provisions of this item apply to any shipment while in Mexico, either originating in the United States or in Mexico.
2. Estes Express Lines' (EXLA) liability, if any, for loss, damage or delay to cargo while moving within the country of Mexico, whether in the possession of a freight forwarder, broker or Mexican carrier, shall not be in excess of that of the freight forwarder, broker or Mexican carrier, as determined under the laws of the country of Mexico.

All shippers of international cargo are encouraged to obtain international cargo insurance through the commercial market. Estes Express Lines (EXLA) will not provide any insurance on movements within Mexico.

CONTINUED

Table A – Liability for loss, damage, or destruction to any shipment or part thereof of the commodities named in Table A below will be limited to a release value per pound as shown in Table A. If the shipper fails to release the value of the property to a value not exceeding the amount per pound in Table A, the shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released to a value as shown in Table A and the shipment will move subject to such limitations of liability. If the consignor declines to release the value of the property to a value not exceeding the amount per pound in Table A, or designates a value exceeding the amount per pound in Table A, the shipment will be rated at the applicable full, non-discounted, class rate found in the current EXLA 550 series tariff. Definition of "used" shall include: Rebuilt, Refurbished, Reconditioned, Demonstrators or Display units.

350 – Table A

Limited Liability per Pound	Commodities	NMFC	Max Liability per Occurrence
$0.10	Any or all articles used, reconditioned or refurbished, including but not limited to:		$10,000.00
	Agricultural implements		
	Automobile lifts		
	Automobile Parts		
	Electrical Equipment		
	Machinery		
	Stuffed Animals Other Than Toys		
$0.10	Solar Panels		$10,000.00

$0.10	Copy Machines AND Printers		$10,000.00
$0.10	Watches, glassware, china		$10,000.00
$0.10	New uncrated items		$10,000.00
$2.00	Visual Communicating or Monitoring Devices Televisions, Video or Multimedia Monitors or Displays (Other than CRT (Cathode Ray Tube), Computers, Gaming Systems, and all related items		$10,000.00
$2.00	Drugs, chemicals, medicines, toilet preparations		$10,000.00
$2.00	Wine, Beer or any product containing alcohol		$10,000.00
$2.00	CBD Oils without THC**** (NOTE C)		$10,000.00

NOTE B- Applicable only on Class rated shipments, except will not apply to those commodities named in NMFC 100 Series, which provide specific Released Value provisions.
NOTE C – CBD Oils without THC will be billed and rated as Class 85, unless otherwise specified
NOTE D **A skeleton crate, or any crate that does not fully enclose the cargo on all sides is "uncrated" under this tariff.

355

TOBACCO PRODUCTS – MAXIMUM LIABILITY

On shipments of cigarettes and/or tobacco products which are subject to rates and charges that are governed by this rules tariff, the maximum liability will be $2.00 per pound for loss or damage, which will be computed only on the actual weight of the portion that is lost or damaged.

360

BILL OF LADING, ETC. – CHARGES FOR DOCUMENTS, FORMS OR COPIES (Exception to NMFC Item 360)

When the payer of freight or other lawful charges requires or requests, as a prerequisite to payment:
(See Notes B & C)

1. Validation of a freight bill and Consignee fails to validate the freight bill at time of delivery, thus requiring the carrier to resubmit the freight bill for validation, a charge will be assessed for providing such service as follows:
   CHARGE PER FREIGHT BILL…….. $*17.85*
2. The return of any part of the Bill of Lading sets, or copies thereof, other than one shipper furnished copy (See Note A), will be subject to a charge for providing such service, as follows:
   CHARGE FOR EACH SUCH DOCUMENT OR COPY…….. $ *4.10*
3. Copies of freight bills, or statements of transportation charges, in excess of the number specified in Section 1 of NMFC Item 360 will be subject to a charge for providing such service as follows:
   CHARGE FOR EACH SUCH DOCUMENT OR COPY…….. $ *4.10*
4. The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, will be subject to a charge for providing such service, as follows:
   CHARGE PER LINE OF ITEMIZATION, LISTING OR DESCRIPTION,
   OR PORTION THEREOF…….. $ *1.68*
   MINIMUM CHARGE PER PAGE, PER COPY…….. $ *4.10*
5. Any forms, or copies of forms, other than those described in Paragraphs 2 or 3 above, to be submitted with freight bills or statements of charges, will be subject to a charge for providing such service as follows:
   CHARGE FOR EACH SUCH FORM OR COPY…….. $ *4.10*
6. That information not shown on the shipping order at time of shipment, to be shown on freight bills or statements of charges, will be subject to a charge for providing such service, as follows:
   CHARGE PER SHIPMENT…….. $ *4.10*
7. Proof of delivery furnished in any form, will not be subject to a charge for providing such service.

	Note A: When as a prerequisite to payment, the shipper furnished copy of Bill of Lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill. Note B: The charges set forth in this item will NOT apply to: 1. Bank Payment Plans when documentation is limited to: a. Deposit tickets supplied by the bank; b. Supporting freight bills, not in excess of the number set forth in Section 1 (e) or (3) of NMFC Item 360; or c. The return of a copy of the Bill of Lading furnished by the shipper. 2. Sight Draft Plans when documentation is limited to: a. Sight drafts which do not require the carrier to provide information pertaining to the rating of the shipments(s) on the sight draft(s); b. Supporting freight bills, not in excess of the number set forth in Section 1 (e) or (3) of NMFC Item 360; or c. The return of a copy of the Bill of Lading furnished by shipper. Note C: The provisions set forth in Section 1 (e) of NMFC Item 360 and in this item will not apply to shipments moving on United States Government Bills of Lading.
360-03	**BILL OF LADING – CORRECTED** 1. A corrected Bill of Lading to change the freight charge collection status will be accepted, as follows: a. FROM PREPAID TO COLLECT, provided the consignor guarantees payment of the freight charges if the payment of such charges is denied by the Consignee; or b. FROM COLLECT TO PREPAID, provided the Consignee guarantees payment of the freight charges if the payment of such charges is denied by the Consignor. CONTINUED 2. Letter of Authorization ("LOA") to change the freight charge collection status will be accepted as follows: FROM PREPAID TO COLLECT, provided the Consignee guarantees payment of the freight charges in writing; FROM COLLECT TO PREPAID, provided the shipper guarantees payment of the freight charges in writing; 3rd PARTY BILLING, provided the 3rd Party guarantees payment of the freight charges in writing. After 30 days from the bill date, charges for Letter of Authorization will be per freight bill issued……$*20.00* **3.** Instructions to make the change in freight charge collection status must be made in writing, or if verbal instructions are received by the carrier, written confirmation of such instructions must also be submitted to the carrier by the party making the change. Acceptable written forms are by facsimile on company letterhead or by email where the email address or email signature indicates that the author is employed by the party making the request.
360-05	**BILL OF LADING – EXPORT SHIPMENTS (Exception to NMFC Item 360)** When an EXPORT shipment is tendered to the carrier, a notation "FOR EXPORT" must be entered on the Bill of Lading.
360-10	**BILL OF LADING – ORDER NOTIFY SHIPMENT** 1. Shipments moving under Order Notify Bills of Lading will be tendered for delivery promptly upon arrival at destination or terminal point. Tender of delivery will be considered as delivery for the purpose of applying this rule. If a shipment moving under Order Notify Bills of Lading is tendered for delivery to Consignee at billed destination, and the Consignee or party entitled to receive the shipment is unable to present the necessary Bill of Lading, the shipment will be treated as refused or unclaimed freight and will be handled in accordance with the rules and charges provided for in Item 830 (REDELIVERY). 2. Order Notify shipments will be subject to a charge, which will be in addition to all other lawfully applicable transportation charges, as follows: CHARGE PER 100 POUNDS…… $ *3.15* MINIMUM CHARGE PER SHIPMENT…… $*29.70* 3. The charge for handling Order Notify shipments will be collected from the party paying all other lawfully applicable transportation charges. **4.** All shipments tendered to carrier must identify the actual shipper, consignor, or beneficial owner on the bill of lading. Any bill of lading identifying the carrier as the shipper will not be accepted. If a shipment subject to this item is inadvertently accepted, it will be considered to be released to a value not exceeding $0.10 per pound per distribution package.

360-50	**BILL OF LADING – THIRD PARTY BILLING** 1. When a party other than the Consignor or Consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, the name and address of such third party must be placed on the Bill of Lading and Shipping Order by the Consignor at time of shipment, except as provided in Paragraph 3. 2. When Consignor requests carrier to bill a third party, payment of the charges must be guaranteed by the Consignor if the third party fails to pay such charges within the time allowed under federal credit regulations. 3. When Consignor requests carrier to bill a third party, but the third party does not have an active credit account, the third party billing will be declined and the Consignor will be responsible for payment of the freight charges. 4. When Consignor, Consignee or the initially designated payer of the freight charges instructs the carrier to bill the freight charges to a third party and such information is not shown on the Bill of Lading and Shipping Order at time of shipment, an additional charge will be assessed for the new billing, in addition to all other applicable charges, as follows: CHARGE PER SHIPMENT……$ *31.50* The additional charge will be assessed against the party billed for the freight charges. This paragraph will not apply on EXPORT shipments. 5. The execution of Section 7 of the Bill of Lading by the Consignor is not valid on shipments subject to the provisions of this item. **6.** Except as provided in Paragraph 6, when shipment involves more than one carrier, it will be the responsibility of the originating carrier to effect collection from the third party.
360-100	**BILL OF LADING – STRAIGHT – CONTRACT TERMS AND CONDITIONS** 1. Unless otherwise agreed to in writing in advance of carriage, contract terms shall be those as indicated in the carrier's Bill of Lading or in the National Motor Freight Classification 100 Item 365 "Uniform Bill of Lading" in effect on the date the shipment was tendered to the carrier. ONLY carrier officials or personnel authorized to do so by the carrier are empowered to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. Drivers employed or hired by the carrier are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper is signed for by the carrier's driver or other unauthorized person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier. 2. Reference made to Tariffs or "Tariffs on File" means tariffs contained in the carrier's files. Such tariffs shall be available to shipper on request to the extent that they apply to the shipper. 3. Shipments moving between the United States and Mexico must be tendered on a Mexican Bill of Lading furnished by the carrier. Also, collect shipments tendered without recourse to the Consignor, as provided in Section 7 of the Uniform Bill of Lading, will not be accepted.
365	**BLIND SHIPMENT AND SHIPMENT COORDINATION** A blind shipment is when a third party controls the movement of the freight but does not want the shipper or Consignee to know the name of the other. The following conditions will apply to blind shipments: 1. Only requests prior to pick up will be considered for this service. If the request is not made prior to pick up, the request will be handled as a reconsignment subject to the provisions of Item 850 herein. 2. Carrier must receive shipping instructions from the third party and be satisfied that the third party has the legal authority to control the shipment. 3. Charges for this service and applicable line-haul charges must be billed prepaid and paid by the party requesting the service. 4. Charges as found in Item 580 (Marking or Tagging Freight) will not apply on shipments subject to this item. 5. Carrier will make a diligent effort to execute a request for Blind Shipment service, but will not be responsible if such service is not executed. 6. Section 7 of the Bill of Lading cannot be signed. 7. The party requesting the service must have established credit.

	8. A charge of $*200.00* will apply in conjunction with all other applicable charges. 9. Two bills of lading are required and both must be prepaid. 10. The original bill of lading from the shipper must show the actual shipper name, address, city, state and zip code and be consigned to the third party in care of carrier's terminal serving the Consignee. 11. The corrected bill of lading will identify the third party as the shipper with the shipper's city, state and zip code and the actual Consignee name and address. 12. The invoice will be generated from the corrected bill of lading. **13.** For Time Critical charges, see Item 535.
366	**CALIFORNIA COMPLIANCE SURCHARGE** Shipments originating from and/or destined to the state of California will be subject to a charge of $***25.00*** per shipment, in addition to all other applicable charges. The charges provided in this item will not apply to SureMove.
368	**CANADA BORDER PROCESSING FEE** All shipments between Canada and the United States will be assessed a Border Processing Fee in addition to all other applicable charges, as follows: CHARGE PER SHIPMENT (IN U.S. DOLLARS)…… **$*43.00***
370	**MEXICO BORDER PROCESSING FEE** All shipments between Mexico and the United States will be assessed a Border Processing Fee in addition to all other applicable charges, as follows: CHARGE PER SHIPMENT (IN U.S. DOLLARS)…… **$*43.00***
381	**CANCELLATION OF ITEMS** As this tariff is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. EXAMPLE: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A in a prior supplement which in turn canceled Item 365. (If Item 365 had not been canceled, for some reason, Item 365-B would cancel it.) If the new item provides a specific cancellation of a prior issue, this rule is not applicable.
390	**CAPACITY LOADS AND OVERFLOW – LTL, TL, & VOL** 1. The term "LOADED TO CAPACITY" or "CAPACITY LOAD", refers to the extent to which a vehicle is loaded with freight, each term meaning: a. That quantity of freight which because of unusual shape or dimensions, or because of necessity for segregation from other freight, requires the entire capacity of a pup, set of pups or a vehicle exceeding 28 feet in length; or b. That quantity of freight which, in the manner loaded, so fills a vehicle that it occupies 20 linear feet or more or exceeds 20,000 pounds; or c. That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies. 2. Overflow: Except as otherwise provided, all vehicles, except one, must be loaded to capacity as described in (1) above and the excess or overflow portion, if any, that does not require that another vehicle be loaded to capacity will be charged as a separate shipment. 3. Billing Instructions: The carrier or carriers shall endorse the freight bill or other papers accompanying the shipment to indicate that the vehicle or vehicles were loaded to capacity. 4. The provisions of this item are MINIMUM CHARGES, and in no case may be used to reduce rates and charges published in tariffs governed by this tariff. 5. All mileages will be determined from the HGB 100 series. **6.** Charges shall be determined from Item 391, Lineal Foot Application.
391	**LINEAL FOOT APPLICATION** A lineal foot charge shall apply when a shipment, or combined portions thereof, meets all conditions of the Criteria defined below and subject to conditions (a) through (i). All measurements of criteria(s) and all conditions of this provision are in consideration of the carrier's standard operating equipment, a 28' 'pup' trailer equipped with adjustable load bars or a 53' van equipped with

adjustable load bars. Non-standard equipment utilized in our operations will not be considered in the computation of this provision.

• Criteria :

- Equals or exceeds twenty feet (20.0') of the length of a trailer: and
- Equals or exceeds forty-nine inches (49.0") of the width of a trailer: and
- Equals or exceeds fifty-one inches (51.0") of the height of a trailer

Charges shall be computed by applying the following rate per mile:

Miles	Per Mile Rate (in cents)
Less than 750	15 cents per lineal foot
750 but less than 1200	13 cents per lineal foot
1200 but less than 1800	11 cents per lineal foot
1800 or greater	9 cents per lineal foot

Example of over 1800 mile → 38 lineal feet * 9 cents = $3.42/mile (plus LTL fuel surcharge)

Conditions:

(a) If loaded on our standard operating equipment (as noted above), Lineal feet will be determined (subject to Condition C of this provision) as if utilizing all trailer floor space as close to the nose of the trailer as possible. Carrier will not be held liable for, nor shall it have any obligation to rehandle, reconstruct or reload the shipment to reduce the utilized cube as tendered by the shipper to disqualify this provision. Handling units with a dimension which exceeds the door opening width of Carrier's standard 'pup' trailer and cannot be turned will not have the lineal foot rate determined as if they could be turned.

(b) The dimensions of each handling unit shall be calculated using the maximum length, width, and height.

(c) At the time of inspection, shipments that are loaded or tendered in such a manner on a (28 foot) trailer, that determining the total cube of each package/handling unit is impractical, or shipments loaded or tendered in such a manner on a (28 foot) trailer that is operationally unsound to transfer or move, will have the lineal feet calculated on the lineal dimensions of the entire shipment as a whole, regardless if one additional increment of the shipment can be loaded again.

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(d) When the calculated lineal foot is less than 50% of a whole lineal foot, the rate shall be determined by rounding down to the whole lineal foot. If the calculated lineal feet is 50% or greater than a whole lineal foot, the rate shall be rounded up to the whole lineal foot.

(e) Mileage will be calculated based on the Rand McNally MileMaker.

(f) The LTL Fuel Surcharge named in Item 530 shall apply in addition to the per Mile Rate/Minimum Charge.

(g) Carrier personnel shall note the lineal foot on the shipping order, bill of lading, delivery receipt, other shipping document or within the Inspection Report and include the lineal feet of loading space the shipment occupies.

(h) Each shipment rated from this item will be subject to the higher of the Lineal Foot rate or the customer's otherwise applicable pricing provisions. In either case, the charge will not be less than $*695.00*.

1. (i) This item will also apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading, qualify under the provisions of this item. However, nothing in this provision obligates the carrier to consolidate two or more shipments tendered on separate Bills of Lading.

*Definition of 'Combined Portions Thereof': Measurements of individual pieces of the shipment may be considered to be 'combined' as if stacked one upon the other or loaded side by side resulting in dimensional proportions which will qualify the shipment for Criteria 1 or 2. Such 'combinations' shall not be considered where such proportions are larger than the interior dimensions of the standard 28 foot trailer defined within this provision

400 **CLASSIFICATION OF EXEMPT COMMODITIES**

Unless otherwise provided, the class rating for a commodity listed in STB NMF 100 series as EXEMPT will be based upon the following scale when the density in pounds per cubic foot is:

Density of shipment in pounds per cubic foot		Shipment will be rated at Class	Density of shipment in pounds per cubic foot		Shipment will be rated at Class
At Least	But less than		At Least	But Less Than	

	0.0	1.0	400	8.0	10.0	100
	1.0	2.0	300	10.0	12.0	92.5
	2.0	4.0	250	12.0	15.0	85
	4.0	6.0	175	15.0 or greater		70
	6.0	8.0	125			

1. Shipper must show on bills of lading and shipping orders at time of shipment the actual density or density group. If the actual density or density group is not shown and shipment is inadvertently accepted, charges will initially be assessed on the basis of the class applicable to the lowest density provided. Upon submission of satisfactory proof of a higher actual density, freight charges will be adjusted to the basis of the class applicable to such density.

2. A shipper may, at its option, increase the weight of the package(s) or piece(s) to artificially increase the density of the package(s) or piece(s) and apply the next lower class in the density scale to that increased weight, where the result would be a lower charge. THIS MAY ONLY BE DONE AT THE TIME OF SHIPMENT.

This is accomplished by determining the actual cubage of the particular package(s) or piece(s) and multiplying that cubage by the lowest density named in the density group which provides the next lower class. The following example demonstrates the application:

A commodity which is classified as exempt is shipped in a package which measures 40”x48”x54” and has a cubage of 60 cubic feet. The package weighs 300 pounds, thus the actual density (weight divided by cubic feet) equals 5 pounds per cubic foot (pcf).

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Exempt commodities with densities of 5 pcf are classed at Class 175. The next lower class of 125 is provided when the density is 6 but less than 8 pcf.

To apply class 125, the actual cubage of 60 cubic feet must by multiplied by 6 (the lowest density named for class 125) to determine a declared weight for billing purposes of 360 pounds.

In each instance where these provisions are utilized, the shipper must show on bills of lading and shipping orders at time of shipment the:

a. actual cube,
b. actual weight,
c. density group embracing the actual density,
d. declared density, and
e. resultant weight for billing purposes (declared weight) of the package(s) or pieces(s).

429 **C.O.D DELIVERY (CASH ON DELIVERY)** **REVISED 5-11-26**

Carrier will not be responsible to collect C.O.D. charges on shipments. In the event Carrier is tendered a C.O.D. shipment in error, Carrier will make its best efforts to notify the appropriate parties for resolution. Storage charges may apply while awaiting disposition. Carrier will not be financially responsible for the C.O.D. amount under any circumstances.

435 **CONSOLIDATING AND/OR FORWARDING COLLECTION OF CHARGES (Exception to NMFC Item 300)**

1. Upon request of the Shipper of freight tendered for shipment, carrier will collect from the Consignee accrued charges thereon for consolidating and/or forwarding; such charges to be paid to the Shipper after collection from Consignee.
2. The term “Accrued Charges Thereon For Consolidation and/or Forwarding” includes all charges, or any portion thereof, made by Shipper for arranging for transportation (not charges for transportation) from initial point of origin to final destination of the shipment.
3. Accrued charges for consolidating and/or forwarding must not include the invoice value of the commodities transported.
4. Charges that are to be collected from Consignee, as specified above, must be entered on billing (Shipping

	Instructions and Waybills) accurately, so as to indicate their exact character.
435-05	**RETURNED CHECKS COLLECTION OF CHARGES** When a check is issued for payment of a carrier's freight bill, or to cover charges for any other lawfully applicable service performed by the carrier, and the check is returned unpaid due to insufficient funds, or stop payment order, or any other reason, an additional service charge will be assessed, as follows: CHARGE PER RETURNED CHECK……..$ *35.30*
435-10	**OTHER THAN EXPORT SHIPMENTS – COLLECTION OF CHARGES (See note A)** 1. When a party, other than Consignor or Consignee, on the Bill of Lading and Shipping Order is responsible for paying the freight charges, such party's name and address must appear in the body of the Bill of Lading and Shipping Order at time of original tender. (See Paragraph 2) 2. Shipments subject to the provisions of this item will be accepted only when the Consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under federal credit regulations. (See Note B) Note A: Shipments subject to the provisions of this item must be billed as "PREPAID".- Note B: Such shipments will not be accepted if the Consignor executes Section 7 of the Bill of Lading
455	**CONSECUTIVE NUMBERS** Where numbers are connected by the word "TO" or "THRU" or by the use of a hyphen (-), it means that the numbers are consecutive and include both the numbers shown.
465	**CONTAINERS – SHIPMENTS TRANSPORTED IN OR ON SHIPPING CONTAINERS OR CONTAINERS** **(Except marine type or intermodal containers designed for highway use on wheels)** 1. Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carrier containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the Consignee(s) named on the Bill of Lading covering the loaded movement. 2. Any request or provisions noted on the Bill of Lading or Shipping Order at the time of movement requesting the return of those shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will be binding upon the carrier to accomplish or comply with such request or provision to complete the contract of carriage on the shipment.
470	**EXCLUSIVE USE AND CONTROL OF VEHICLE OR DOUBLES TRAILER** **SECTION 1** **CONTROL OF VEHICLE OR DOUBLES TRAILER** Except as provided in Section 2 of this item, no shipment is entitled to the Exclusive Use of the vehicle or doubles trailer in which it is to be transported. The carrier has control of the vehicle and the unrestricted right to: 1. Select the vehicle or vehicles or doubles trailer for the transportation of a shipment. 2. Transfer the shipment to other vehicles or doubles trailer. 3. To load other freight in the same vehicles or doubles trailer with any other. 4. Remove locks or seals applied to the vehicle or doubles trailer. **SECTION 2** **EXCLUSIVE USE OF VEHICLE OR DOUBLES TRAILER** When the Exclusive Use of a vehicle or doubles trailer is provided by the carrier at request of Consignor or Consignee, the following provisions will apply: 1. Customer requesting the service provided in this section shall contact the carrier's Truckload Division, as follows: Estes Express Lines (EXLA)……800-624-7881 ext. 2300

	2. Charges, and other provisions for such service, shall be negotiated based on the handling characteristics of the shipment and the specific handling requirements of the shipper, and agreed upon by both the customer and carrier prior to the performing of such service.
480	**- CUSTOMS OR IN-BOND FREIGHT** Provisions of this item only apply in conjunction with cross-border shipments requiring import customs broker services for shipments between the US and Canada. Carrier will, at customer's request, arrange for U.S. and/or Canadian customs broker services, as applicable, to be provided by a third-party customs broker identified by Carrier and subject to customer providing a Power of Attorney to the customs broker. Customer is responsible to provide such other information as requested by the customs broker to perform the services, and Carrier makes no representation or warranty regarding the services to be provided by the customs broker. 1) Each shipment requiring customs broker service will be charged a $*67.25* entry fee covering one commercial invoice with up to 5 item lines. 2) A charge of $*7.00* will be applied to input, validate and audit each commercial invoice line in addition to the first 5 included in the entry fee. CONTINUED 3) A charge of $*11.00* will be applied to process each additional invoice beyond the first filed with entry. 4) A disbursement fee of *4.0%* will be applied to cover costs to pay out charges such as duty, freight, exam fees, etc. 5) A *$37.00* charge will be applied to each shipment canceled for entry. 6) A charge of $*18.00* per commercial invoice line per government agency will be applied for filing with partner government agencies. 7) A special handling fee of $*6.00* per 15 minutes or fraction thereof, with $6.00 minimum, will be applied to entries requiring extra phone calls, service arrangements, transportation, examinations and other special handling. 8) A $*4.50* security charge will be applied for Partners in Protection fees from US to Canada or C-TPAT for Canada to the US. 9) A fee of $*30.75* will be applied for entries requiring filing of special permits or forms including CFIA, NRCAN, FORM 1. 10) A fee of $*5.25* per $1,000.00 of value, with a minimum charge of $50.25 will be applied for entries requiring a single-entry bond. 11) An annual fee of $*482.00* will be applied to file and secure a continuous/importer bond. 12) A $*37.00* fee will be applied for filing an ADD/CVD entry. 13) Customs Duties for your freight are determined using the international Harmonized Commodity Description and Coding System of the World Customs Organization. Information on Canadian and U.S. classification and customs tariffs can be found by visiting www.cbsa-asfc.gc.ca/trade-commerce/tariff-tarif/menu-eng.html and https://hts.usitc.gov/. It is the responsibility of the importer of record to provide an accurate description of the freight to the customs broker. Customs Duties assessed on items will be listed on the invoice accordingly and charged on a pass-through (actual cost) basis. Shipments moving under United States Customs Bond for US Customs clearance at a point in the United States will be assessed a charge as follows: b. When the point of US Customs clearance is located within the terminal area (See Item 940) of the final destination or within the terminal area (See Item 940) of the point of carrier interchange, thereby, causing no extra line-haul expense to carrier, the following charges will apply: CHARGE PER 100 POUNDS $ *4.50* MINIMUM CHARGE PER SHIPMENT $ *120.00* MAXIMUM CHARGE PER SHIPMENT $ *400.00* c. When the point of US Customs clearance is not located within the terminal area (See Item 940) of the final destination or within the terminal area (See Item 940) of the point of carrier interchange, thereby causing extra line-haul expense to carrier, the following charges will apply: CHARGE PER 100 POUNDS $ *5.78* MINIMUM CHARGE PER SHIPMENT $ *178.00* MAXIMUM CHARGE PER SHIPMENT $ *472.50* **d.** If a bond is not sent for approval prior to shipping, an administrative fee will apply of *$50.00.* e. Charges in this paragraph will be based on the actual weight or applicable minimum weight, whichever is greater, and will be in addition to all other applicable charges. On shipments requiring the use of more than 1 trailer, each trailer shall be considered as a separate shipment for the purpose of applying the provisions of this paragraph. f. Freight moving IN BOND may not be included in the same shipment, on the same Bill of Lading and Shipping Order, with freight not moving IN BOND. g. Shipments moving under United States Customs Bond will not be accorded stopping-in-transit or split pickup or split delivery privileges. h. Detention charges, if any, will be assessed against the party responsible for the line-haul charges. In addition to detention charges, any additional devanning and/or storage charges charged to the carrier by a third party independent warehouse

	will be passed on to the customer. For the purpose of applying storage rules and charges in connection with shipments moving under US Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs Inspection will constitute tender of shipment for delivery. Devanning: A process in which a trailer is unsealed (usually in the presence of customs inspectors) and all its contents or portion thereof is taken out i. Each I. T. Permit (Immediate Transportation Permit) issued for movement of an IN BOND shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and Shipping Order. The provisions of this paragraph will not apply to VOL or TL shipments moving IN BOND between steamship Company piers or wharves or when such shipments are delivered to a US Customs Bonded Warehouse. j. Shipments tendered in a vehicle sealed by or at the instructions of the Consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Item 390 of this Tariff. On shipments cleared enroute by US Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point. k. Shipments moving from the United States under a TIR CARNET issued by the originating carrier are subject to a charge of $*110.72*, which will be in addition to all other lawfully applicable rates and charges (including the IN BOND charges herein applicable). l. When carrier is required to pick up Shipping Documents, or US Customs Release Forms, from a forwarder or broker for validation prior to pickup of a shipment, a charge per shipment for each pickup of such Shipping Documents or US Customs Release Forms will be assessed, as follows: CHARGE PER SHIPMENT…… $ *34.15* MAXIMUM CHARGE PER PICKUP……$ *209.60* m. For shipments originating from Canada to the United States of America moving under United States Customs Bond where the carrier is required to prepare and/or pick up documentation for said service, a charge will be assessed as follows: CHARGE PER SHIPMENT (payable in U.S. Dollars)……$ *85.00* n. For shipments originating from the United States of America to Canada where the carrier is required to cancel the T&E or T.I.B**.** bond at United States Customs prior to entry into Canada for said service, a charge will be assessed as follows: CHARGE PER SHIPMENT (payable in US Dollars) …… $ *95.00*
480-10	**CUSTOMS OFF LOAD FOR CLEARANCE** When Canada Border Service Agency (CBSA) or United States Customs and Border Protection (CBP) demand a shipment to be off loaded (devanned) at a border crossing, the importer of record shall be liable for such charges incurred by the carrier from these agencies or by any other provider of services when crossing the border as a result of this requirement. Definition: Devanned: A process in which a trailer is unsealed (usually in the presence of customs inspectors) and all its contents or portion thereof is taken out. Charges for CBSA are available at http://www.cbsa-asfc.gc.ca/import/pol-eng.html; however, the carrier will provide a manifest or provider invoice which will be on the basis of the CBSA agreement. Charges for CBP shipments will be subject to charges on the provider's manifest or invoice. Detention charges as a result of a de-van may also apply. If the cost of detention is on the basis of a purchased transportation agent, the carrier will advance and charge subject to the provider's invoice or manifest showing such charges. If the carrier provides such service the detention charges shall be based on Item 500.
481	**CUSTOMS SUFFERANCE WAREHOUSE CLEARANCE** 1. Shipments destined to points in Canada shall be subject to an additional charge of *$50* for handling through Customs Sufferance Warehouses**,** EXCEPT when to Atlantic Canada New Brunswick, Nova Scotia, and Prince Edward Island, Newfoundland, Labrador) which shall be $*100.00*. These charges will be in addition to other applicable rates and charges. 2. Shipments destined to points in Canada specifically detained by Canada Border Services Agency for inland examination are subject to extra fees charged by the Custom Sufferance Warehouse, which accrue daily. 3. All charges shall be assessed to the Shipper, Consignee or Importer of Record.
485	**DANGEROUS ARTICLES – BETWEEN POINTS IN CANADA** 1. Shipments of Explosives or other dangerous articles will not be accepted for transportation without special arrangements being made for their carriage with the carrier.

	2. On shipments moving under the Regulations for the Transportation of Dangerous Goods Act, the following charges, in addition to all other lawful charges, will apply regardless of whether or not placarding is required: CHARGE PER SHIPMENT…… $*34.60* 3. Shipments falling under the following criteria will not be accepted for transportation: a. Shipments requiring specified instructions, permits or routes; b. Contraband freight; c. Shipments of: (1) Class 1 Explosives; (2) Class 6.2 Infectious Substances; or (3) Controlled Substances, such as Drugs.
485-10	**DANGEROUS ARTICLES – SHIPMENTS TO MEXICO** Shipments of the following articles will not be accepted for transportation to Mexico: a. Ammunition; d. Poisonous Gases; b. Explosives; e. Radioactive Materials; or c. Infectious Substances f. Weapons
490	**DELAYS – SPECIAL OR CONSEQUENTIAL DAMAGES** In no event will carrier be liable for any special or consequential damages arising from delay in delivery. Carrier makes no guarantees or warranties concerning delivery time. Any prior or contemporaneous representations regarding delivery schedules are acknowledged not to be binding on either party. Further, carrier will not be liable for any fines or penalties accruing due to early or late deliveries, nor will carrier be liable for any other penalty charges of any kind whatsoever accruing as a result of private agreements between consignor and consignee. If a carrier handles a shipment under their special "Guaranteed Service Product Offering", the carrier's maximum liability would be limited to the refunding of freight charges, up to the full amount of the charge for that specific shipment, if the freight charges have been paid. If the freight charges have not been paid, then the carrier's maximum liability will be for the cancellation of the freight charges for that specific shipment. (See Item 535).
500	**DETENTION – VEHICLES WITH POWER UNITS** **SECTION 1** **GENERAL PROVISIONS** This item applies when carrier's vehicles with power units are delayed or detained either on the premises of the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following provisions: 1. When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained. 2. Nothing in this item shall require a carrier to pick up or deliver freight at hours other than such carrier's normal business hours. 3. When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed. 4. When upon instructions of Consignor or Consignee, or in the absence of such instructions at the discretion of the carrier, freight remaining undelivered after the accrual of any detention charges provided in this item may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to the Storage charges in Item 910. If the freight is later tendered for delivery the charges for Redelivery in Item 830 will apply. In such event detention charges as provided in Section 5 of this item will immediately become applicable. 5. When through no fault of the carrier, the unloading of a vehicle with power cannot be completed at the end of a normal business day, and Consignee requests that the vehicle without power remain at its premises, the provisions of Section 4 Paragraph 2(a) of this item will apply. When through no fault of the carrier, the unloading of a vehicle with power cannot be completed at the end of a normal business day, and upon instructions of the Consignee the vehicle with power is returned to carrier's premises, computation of free time remaining, if any, will cease and that portion of the freight not unloaded will be subject to the Storage provisions and charges provided in Item 910. Such portion not unloaded will be subject to Redelivery provisions and charges in Item 830. When the remaining portion of the freight is tendered for delivery, computation of free time, if any, will be

resumed.

LOADING – Includes furnishing to the carrier the Bill of Lading or forwarding directions or other documents necessary for forwarding of the shipment.

UNLOADING – Includes:

Surrender to the carrier of the Bill of Lading on shipments billed To Order.

Payment of lawful charges to the carrier when required prior to delivery of the shipment.

Notification to the carrier that vehicle is unloaded.

Signing Delivery Receipt when delivering carrier's agent in present at unloading, except in the case of Waiver of Delivery Receipt**,** Unattended Delivery, or Signature Refusal as provided in Item 750 and 751.

CONTINUED

SECTION 2 – COMPUTATION OF TIME

1. Except as provided in Paragraphs 2 and 3 of this section, computation of time shall begin upon notification by the driver to the responsible representative of the Consignor or Consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
2. Computation of time is subject to and is to be made within the normal business day at the designated premises at place of pickup or delivery except:
   a. When loading or unloading is not completed at the end of such day time will be resumed upon notification by driver to the responsible representative of the Consignor or Consignee that he is ready to resume loading or unloading.
   b. When loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour will be excluded from computation of time.
3. When the carrier is permitted to work before or after the normal day such working time shall also be included.
4. When Consignor tenders or Consignee receives more than one LTL or AQ shipment at one time the combined weight will be used to determine free time. The free time will be increased by 5 minutes for each shipment, subject to a maximum of 60 minutes additional free time.
5. Where there is more than one payer, charges will be prorated on the basis of the weight of each individual shipment. Where single or multiple LTL or AQ shipments, subject to LTL or AQ rates, exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 3- FREE TIME

1. Free time shall be computed as follows for EXLA:

ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP	FREE TIME IN MINUTES PER VEHICLE STOP
Less than 2,500……..	30
2,500 but less than 5,000……	60
5,000 but less than 7, 500……	90
7,500 but less than 10,000…….……	120
10,000 but less than 20,000……..	180
20,000 but less than 28,000……..	240

	28,000 but less than 36, 000……. 300 36,000 or more…… 360 Loading or unloading at more than one site within the continuous private property shall constitute one vehicle stop. 2. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at request of Consignor or Consignee, the free time and detention charges will be applied as follows: a. If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no free time allowed. b. If the change is requested and made after the expiration of the free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, vehicle will immediately be placed on detention for vehicle without power with no free time. **SECTION 4 - CHARGES** 1. Charges for delay per vehicle beyond free time will be assessed as follows: When the actual weight in pounds per vehicle stop is less than 20,000 pounds: For each additional 15 minutes, or fraction thereof……$ *40.00* When the actual weight in pounds per vehicle stop if 20,000 pounds or more, or Shipment is subject to the provisions of Item 390 (Capacity Load): One (1) hour or less ……. $ *90.30* For each additional 15 minutes, or fraction thereof……. ……. $ *35.00* 2. The party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. 3. See Item 750-80 for additional charges for Pickup and Delivery Service – Grocery Warehouses. CONTINUED **SECTION 5 - RECORDS** A record of the following information must be maintained by carrier and kept available at all times: 1. Name and address of Consignor, Consignee or other party at whose place of business the vehicle is loaded or unloaded. 2. Identification of vehicles tendered for loading or unloading. 3. Date and time of notification of the arrival of the vehicle for loading or unloading. 4. Date and time loading or unloading begin. 5. Date and time loading or unloading is completed. 6. Date and time vehicle is released for departure by Consignor, Consignee or by other party, at place of pickup or delivery after loading or unloading is completed. **7.** Total weight loaded or unloaded per vehicle stop.
501	**DETENTION – VEHICLES WITHOUT POWER UNITS FOR LOADING OR UNLOADING** **SECTION 1 – GENERAL PROVISIONS** 1. This item applies to all vehicles without power units when such vehicles are delayed or detained at a site or place for unloading or loading designated by the Consignee or Consignor, other than carrier's premises; or 2. When upon instructions of Consignee, or in the absence of such instructions at the discretion of the carrier, freight remaining undelivered after the accrual of any detention charges provided in this item may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to Storage charges in Item 910. If the freight is later tendered for delivery, the charges for Redelivery in Item 830 will apply. In such event Detention charges as provided in Section 5 of this item will immediately become applicable. 3. When carrier's employee assists in unloading or loading or checking the freight the detention provisions governing Vehicles with Power units apply. 4. Nothing in this item shall require a carrier to deliver or pickup freight at hours other than such carrier's normal business hours. **SECTION 2 - DEFINITIONS** **UNLOADING –** Includes: 1. Surrender of Bill of Lading on shipments billed To Order. 2. Payment of lawful charges to the carrier when required prior to delivery of the shipment. 3. Notification to the carrier that vehicle is unloaded.

4. Signing Delivery Receipt when delivering carrier's agent is present at unloading, except in the case of Waiver of Delivery Receipt, Unattended Delivery, or Signature Refusal as provided in Items 750 and 751.

LOADING – Includes:

1. Furnishing carrier with Bill of Lading, Forwarding Directions or other Documents necessary for forwarding the shipment.
2. Notification to the carrier that the vehicle is loaded and ready for forwarding.

SECTION 3 – FREE TIME

1. Vehicles without power units will be allowed 24 consecutive hours free time for unloading of each vehicle. The 24 hours free time shall commence at time Arrival Notice as provided in Item 345 is given, subject to Section 1, Paragraph 2 of this item.
2. Once a vehicle is placed without power and then changed to vehicle with power at the request of the Consignee, free time and detention charges will be computed as follows:
   a. If the change is requested and made within the free time allowed for a vehicle without power, free time will cease immediately at the time request is made and detention charges for vehicle with power will be applied immediately with no free time allowed.
   b. If the change is requested and made after the expiration of the free time for a vehicle without power, free time and detention charges will be computed on the basis of a vehicle without power up to the time the change is requested. In addition thereto, vehicle will immediately be placed on detention for vehicle with power, with no free time allowed.
3. Free time shall not be computed on a Saturday, Sunday or holiday, but at 8:00 A.M. on the next day which is not a Saturday, Sunday or holiday.
4. When any portion of the 24 hour free time extends into a Saturday, Sunday or holiday, such portion of free time shall be computed from 12:01 A.M. of the next day which is not a Saturday, Sunday or holiday.
5. When a vehicle containing freight has been subject to the Storage provisions of Item 910, no free time, other than the remaining portion, if any, of the 24 hours authorized under Section 3, Paragraph 1, will be allowed under this item.

CONTINUED

SECTION 4 – STRIKE INTERFERENCE

When because of a strike of its employees, it is impossible for the Consignee or Consignor to make available for movement by the carrier empty vehicles detained on Consignor's or Consignee's premises, a charge for such detention will be made, as follows:

CHARGE PER TRAILER, PER DAY, OR FRACTION THEREOF……$ *64.45*

SECTION 5 - CHARGES

After the expiration of free time provided in Section 3 of this item, detention charges will be assessed as follows:

For the first 24 hours or fraction thereof
(Sundays and holidays excepted)……. $*110.00* per vehicle

1. For the second 24 hours or fraction thereof
   (Sundays and holidays excepted)……. $*150.00* per vehicle
2. For the third and each succeeding 24 hours or fraction thereof:
   (Sundays and holidays included)…… $*225.00* per vehicle
   Detention charges will end when carrier is notified that the vehicle is available for pickup.
3. The detention charges due the carrier will be assessed against the party responsible for such detention charges, whether Consignee or Consignor, irrespective of whether line-haul charges are prepaid or collect.

SECTION 6 - RECORDS

A record of the following information must be maintained by carrier and kept available at all times:

1. Name and address of Consignee or Consignor or other party at whose place vehicle is placed for unloading or loading.
2. Identification of vehicles placed for unloading or loading.
3. Date and time of notification of the arrival of the vehicle for unloading or loading.
4. Date and time vehicle is released for departure by Consignee or Consignor or by other party at place or delivery or pickup after unloading or loading is completed.

503	**PREARRANGE SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING**

	Except as otherwise provided upon reasonable request of Consignor, Consignee or others designated by them and subject to the provisions contained herein, carrier will, without additional charge, prearrange schedules for arrival of vehicles for loading or unloading shipments. 1. Request for prearranged scheduling may be oral or in writing. 2. Prearranged schedules for arrival of vehicles for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreement may be terminated by any party to the agreement on not less than 24 hours' notice prior to the effective date of such cancellation. 3. The schedule 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 this tariff.
510	**DISTANCES – EXCEPTIONS TO METHOD OF DETERMINING MILEAGE GUIDE** 1. Except as otherwise provided, distances computed by the use of Tariffs HGB 100 or 105 Series (MILEAGE GUIDE) between origin and destination shall be the shortest route provided therein. 2. Where the Shipper or Consignee requests transportation of the shipment over a particular route longer than the shortest route, the mileage over the longer route will be used. 3. If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highway, or bridges, underpasses or other highway limitations, the mileage computed over the actual route of movement of the shipment will apply. 4. When shipments move under special permits, as required by or obtained from a Municipal, State or Federal Regulator Body or Commission, which specify the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
515	**DIVERSION – MOTOR TO AIR TRANSPORTATION** When instructions are received to divert a shipment at any point from motor to air transportation and when such instructions do not include a change in the destination of the shipment the following provisions apply: 1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point and the air transportation charges from the diversion point to the destination point. 2. A charge will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion, as follows: CHARGE PER MAN, PER HOUR……$*44.80* MINIMUM CHARGE……$*65.95* 3. A charge will be made for delivery service to the air transportation terminal, as follows: CHARGE PER 100 POUNDS……$*10.75* MINIMUM CHARGE…… $*65.95*
517	**DIVERSION – TO ANOTHER CARRIER** When carrier receives instructions to divert a shipment at any point from carrier to another motor carrier, the following provisions apply: 1. The shipment will be charged from the origin to the point of transfer. 2. A charge of $*65.00* per hour, per person, subject to a minimum charge of $*125.00* will be applied for all time required in unloading and reloading the vehicle. 3. If the carrier is required to deliver the shipment to another motor carrier's dock, a charge of $*15.00* per 100 lbs., subject to a minimum charge of $*100.00*, will be applied.
520	**EQUIPMENT** Except as otherwise provided, Carrier's obligation to accept articles for shipment shall be subject to the suitability of its equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.
520-27	**EQUIPMENT – TRAILERS PROVIDED BY OTHER THAN CARRIER**

	When a shipment is tendered for transportation on any trailer, semi-trailer or other non-power vehicle owned by any person, company or corporation other than the carrier transporting the shipment the following rules shall apply: 1. The shipment will be transported subject to all rules, regulations, rates and charges applicable to a shipment transported on the carrier's own vehicle. 2. Carrier will accept and use in lieu of its own vehicle, a vehicle required or adopted to the transportation of a shipment, and will return the vehicle to the place of origin of the trailer in condition as received, usual wear and tear excepted. 3. Shipper shall equip and provide such vehicle with all required regulated license plates, identification cards, and other authorization necessary to the operation of such vehicles over the routes to be traversed with the shipment. Any additional tax, or other charge on such vehicle by a public authority, shall be advanced by the carrier and shall be added to all other charges accruing on the shipment. 4. Except for negligence of carrier or carrier personnel, carrier does not accept any responsibility for any damage from collision, fire, theft or any other repair, replacement or mechanical changes. At owner's request, carrier will make such repair or changes, and all the charges therefore shall be added to all other charges accruing to the shipment. CONTINUED
525	**FREIGHT BROKER PROCEDURES** 1. Carrier will follow instructions provided on a Bill of Lading tendered by the shipper. If routing instructions are received from a broker, or third party logistics company acting as a broker, the carrier will attempt to match the routing instructions with the original Bill of Lading and be governed accordingly. If however, carrier is unable to match the two documents, or the shipment is already in transit, carrier will bear no responsibility for not honoring the broker's instructions and through freight charges via the actual route of movement will be assessed. 2. When carrier is performing consolidation services for the account of a broker, the Bill of Lading from the shipper must clearly indicate the name of the broker as the Consignee and the carrier's terminal as the destination. If instructions that alter the Bill of Lading are received from a broker, the policy stated in Paragraph 1 above will apply.
530	**FSC See attached Chart*** Revised: March 30, 2026**

APPLICATION OF SURCHARGE

All charges for line-haul transportation resulting from rates and/or charges, named in this publication and amendments hereto, are hereby or will on their effective dates be increased as provided below, for the period these provisions are in effect.
In applying the provisions of this item, first determine the applicable line-haul charge including all applicable increases and/or discounts, if any. The line-haul charge so determined will be further subject to the surcharge provided herein. Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent. The proceeds from this fuel related increase(s) will be passed along to the individuals or entities actually bearing the burden of the increased fuel costs.The term "LINE-HAUL CHARGES" referred to herein applies to all charges other than accessorial charges. The net line-haul charge will be subject to a fuel surcharge as provided in PART A of this Item. The amount of the fuel surcharge will be determined by the U.S. National Average On-Highway Diesel Price as provided by the U.S. Department of Energy (D.O.E.). The current On-Highway Diesel Price may be obtained by calling 1-202-586-6966 (24 hours per day) or on the Internet at:

www.eia.gov/petroleum/gasdiesel/

The U.S. National Average On-highway Diesel Price announced each Tuesday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding WEDNESDAY based on the above reference U.S. D.O.E On-Highway Diesel Price.

EXAMPLE: D.O.E. U.S. National Average On-Highway Diesel Price announced on TUESDAY, 4-8-2025 , will be used to determine the Fuel Surcharge which will become effective on WEDNESDAY, 4-9-2025.

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Unless otherwise stated, the fuel surcharge to be applied in connection with shipments moving subject to this tariff will be the Fuel Surcharge in effect on the date of shipment as published in Item 530 of the EXLA 105 Series (RULES TARIFF). The LTL Fuel Surcharge application will apply to shipments 19,999 pounds or less. The Truckload Fuel Surcharge application will apply to shipments 20,000 pounds or greater. Shipments that are identified as capacity load, full truckload or 100% floor will receive the Truckload Fuel Surcharge application regardless of weight.

535	**TIME CRITICAL GUARANTEED STANDARD SERVICES (See Notes A Through K) REVISED: NOVEMBER 9, 2026** 1. Carrier guarantees the delivery of shipments within its published transit time or the charges will be adjusted upon request of the payer of the freight charges. 2. Weekends and Holidays are not included in transit time. 3. Time Critical Shipments must be made available to carrier by 5 p.m. local time on the day of pickup AND with 2 hours or more advance notice depending on the shipper's proximity to the carrier's service center for guaranteed pick up. If shipment is made available after 5 p.m. local time and is accepted by the carrier, one additional day of transit will be added to the otherwise published transit time. 4. Dimensions of each handling unit must be provided on the BOL. Accurate quotes cannot be determined without dimensions and any quotes received without providing dimensions may not reflect the actual charges (see Note E). 5. If a delivery appointment is required, it is guaranteed that every effort will be made to achieve the appointment date requested by the payer provided the appointment date and time is within the parameters of the service level requested, but will be dependent on the consignees' accepting delivery on that date. If the appointment is prior to 12:00 Noon, the Noon Time Critical Rate will apply. Carrier is not obligated to furnish pick up or delivery service before 0800 and after 1700 Monday thru Friday with Standard Time Critical Service. 6. Time Critical shipments will deliver without damage to the commodity contents. The payer of the freight charges must provide proof of commodity damage or loss (not based solely on damage to outer packaging) in order to request adjustment of charges. 7. Shippers desiring date specific delivery must so indicate on the Bill of Lading by specifically writing legibly, "MUST DELIVER NO SOONER/NO LATER" with the date of delivery requested. Without this specific instruction, the guaranteed shipment may be delivered earlier at the Carrier's convenience. All shipments which have a Must Arrive by Date must indicate "MUST DELIVER NO SOONER/NO LATER ON THE BOL. NO SOONER/NO LATER is a date specific delivery service that is only available with Time Critical Guaranteed Services. 8. Shippers desiring any level of service must first verify the requested service level is supported. If the customer tenders a BOL requesting a service level that is not supported, the earliest available guaranteed service within carrier's published transit time will be provided and invoiced. Exclusive Use Guaranteed shipments MUST be booked in advance and contracted with the Time Critical Department. Shipments tendered as Guaranteed LTL with an Exclusive Use quote number will be moved and invoiced with the earliest available guaranteed service within carrier's published transit time. 9. Carrier reserves the right to deny the guaranteed service request.

10.

A. Shippers desiring Time Critical Service must place a valid Time Critical quote number AND/OR indicate on the Bill of Lading by writing legibly,

"TIME CRITICAL GUARANTEED" or "GUARANTEED STANDARD SERVICE" (Delivery by 5PM)
"TIME CRITICAL GUARANTEED - NOON" or "GUARANTEED STANDARD SERVICE - NOON" (Delivery by Noon)
"TIME CRITICAL GUARANTEED – 10 AM" or "GUARANTEED STANDARD SERVICE – 10AM" (Delivery by 10AM)

OR by affixing an Estes Time Critical Bill of Lading Sticker provided by carrier for service level requested. (See Note B)

B. Submitting a guaranteed pick up request or indicating "Guaranteed" on an Electronic BOL will engage Time Critical Guaranteed Service.

11. When such service is requested in the domestic United States and/or cross border (US and Canada), a charge will be assessed, in addition to the line-haul charge, as follows:
For 5PM service - 30% of discounted, applicable class rate, subject to a Minimum Charge per shipment of …….$*60.00*
For NOON SERVICE – 40% of discounted, applicable class rate, subject to a Minimum Charge per shipment of ……$*100.00*
For 10AM SERVICE – 50% of discounted, applicable class rate, subject to a Minimum Charge per shipment of ……$*140.00*
12. Unless otherwise specified, this Guaranteed Standard Services program will not apply to pallet, commodity, truckload, expedited or volume rated LTL shipments. When pallet, commodity or volume rate provisions AND discount rate provisions apply for the same account, the discount provisions shall prevail in computing the guaranteed line-haul AND the guaranteed service charge. (See Note E)

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GUARANTEED EXPEDITED SERVICE (TIME CRITICAL GUARANTEED EXPRESS) (See Notes A through K)

1. Carrier guarantees the delivery of guaranteed expedited shipment on or before the agreed upon delivery date or charges will be adjusted upon request of the payer of the freight charges. (See Note A and C)
2. Shipment must be made available to carrier by the agreed time and date of pickup.
3. If a delivery appointment is required, it is guaranteed that every effort will be made to achieve the appointment date requested by the payer provided the appointment date and time is within the parameters of the service level requested, but will be dependent on the consignees' accepting delivery on that date.
4. Shippers desiring date specific delivery must so indicate on the Bill of Lading by writing legibly, "MUST DELIVER NO SOONER/NO LATER" with the date of delivery requested. Without this specific instruction, the guaranteed shipment may be delivered earlier at the Carrier's convenience.
5. Shippers desiring guaranteed expedited service must first contact the Time Critical Department for authorization and coordination of the guaranteed expedited shipment. Expedited shipments may not be booked on line.
6. Carrier reserves the right to deny request.
7. Shippers desiring this service must so indicate on the Bill of Lading by writing legibly: "TIME CRITICAL GUARANTEED EXPRESS" or "GUARANTEED EXPEDITED SERVICE" or by affixing the proper BOL sticker provided by carrier, along with the carrier supplied authorization (request) number. (See Note B) NO SOONER/NO LATER is a date specific delivery service that is only available with Time Critical Guaranteed Services
8. When such service is requested and accepted by carrier, an agreed expedited service charge will be accessed and communicated to the payer. Written or email approval from an authorized paying party will be required prior to service execution.
9. The services offered in this Guaranteed Expedited Service program will not apply to pallet, commodity or volume rated items. (See Note E)

TIME CRITICAL GUARANTEED VTL (VOLUME) SERVICES (See Notes A through K)

1. Time Critical Guaranteed shipments which exceed 10,000 pounds OR require more than 12 linear feet of trailer for safe loading will be spot rated using the Estes VTL (Volume & Truckload) rate application in effect on the date which the shipment was tendered. This applies to any shipper, regardless of the weight or linear foot limits on non-guaranteed standard LTL service.
2. Dimensions of each handling unit must be provided on the BOL. Accurate quotes cannot be determined without dimensions and any quotes received without providing dimensions may not reflect the actual charges (see Note E).
3. Custom, discounted and/or EXLA 105 tariff Guaranteed Time Critical Standard Services accessorial rates do not apply to Guaranteed VTL shipments in excess of 10,000 pounds or 12 linear feet of trailer unless specifically stated in the shipper's Time Critical pricing agreement. The Time Critical VTL spot rate will supersede.
4. Liquids of any kind, Hazmat of any kind and any handling unit that cannot be safely secured on load bars will be floor loaded and the linear feet of the floor loaded handling units will be included in the linear foot rate calculation of the shipment.
5. There is a 1500 pound weight limit for safely loading on each set (2) of load bars/captive beams when loading and securing handling units vertically in a trailer.
6. The height limit of any handling unit for vertical stacking is 50 inches.
7. Any single piece with length in excess of 144 inches and which has a second dimension exceeding 49 inches will be considered a VTL shipment consuming more than 12 linear feet for Time Critical rating purposes and will be invoiced accordingly (See note E).
8. The guaranteed VTL rating process applies to Guaranteed Standard VTL and Guaranteed Economy VTL Services. The Estes VTL rate application can be accessed on the Estes Website or via API web services. Dimensions of all handling units of the shipment are required inputs to determine an accurate rate. Without dimensions being provided, a guaranteed quote will not be honored nor applied. Both Guaranteed Standard VTL and Guaranteed Economy VTL Service have a 5PM guaranteed delivery time. Noon and 10AM Guaranteed VTL service is available by contacting the Time Critical department prior to tendering the shipment - addition charges apply.
9. Guaranteed Standard VTL shipments will delivery on the Standard LTL transit date. Guaranteed Economy VTL will delivery on the first business day after the Standard LTL transit date.

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TIME CRITICAL GUARANTEED OVER DIMENSION – OVER LENGTH SERVICE (See Notes A through K)

Due to additional cost and loss of trailer utilization associated with the handling and movement of over length freight, the following guaranteed surcharges will apply IN ADDITION TO other guaranteed charges and in addition to the over length charges outlined in Item 670-10.

In accordance with NMFC Rule 680, Sec. 2 and Carrier policy, shipments of pipe, bars, rods or tubing, regardless of length, must be tendered in a fully enclosed six-sided wooden crate if guaranteed service is requested to protect the contents of the shipment and to protect against damage to other shipments, equipment and personnel. Carrier reserves the right to not accept over length shipments that do not meet this requirement.

The guaranteed fees below will be charged regardless of the payer's tariff for standard service over length shipments if the shipper requests guaranteed service on the BOL.

1. Shipments containing an article or articles, with dimensions equal to or exceeding eight (8) feet in length but are less than twelve (12) feet in length shall be subject to an additional charge of *$100.00* per guaranteed shipment.
2. Shipments containing an article or articles, with dimensions that equal or exceed twelve (12) feet in length but are less than sixteen (16) feet in length shall be subject to an additional charge of *$200.00* per guaranteed shipment.
3. Shipments containing an article or articles, with dimensions that equal or exceed sixteen (16) feet in length but are less than twenty (20) feet in length shall be subject to an additional charge of $*300.00* per guaranteed shipment.
4. Shipments containing an article or articles, with dimensions that equal or exceed twenty (20) feet in length but are less than twenty-eight (28) feet in length shall be subject to an additional charge of *$500.00* per guaranteed shipment.
5. Shipments containing an article or articles equal to or greater than twenty-eight (28) feet in length are NOT ELIGIBLE FOR STANDARD TIME CRITICAL GUARNATEED SERVICE. Contact timecritical@estes-express.com or call 800-645-3952 for Guaranteed service options.
6. These charges shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight invoice.

TIME CRITICAL GUARANTEED – HAZARDOUS MATERIALS (See Notes A through K)

Hazardous Materials as defined in Item 540 of the EXLA105 tariff may move as Time Critical Guaranteed shipments.

In addition to all other Time Critical Surcharges, the following Time Critical handling charges will apply:

(1) Time Critical Haz Mat handling fee per shipment $*50.00*
(2) Time Critical Haz Mat handling fee for Poison Shipments $*200.00*

The guaranteed fees above will be charged regardless of the payer's tariff for standard LTL service Hazardous Material shipments if the shipper requests guaranteed service on the BOL.
Time Critical Guaranteed Hazardous Material service is not available to/from Mexico.

Note A: In the event that carrier is unable to meet its obligations due to any cause beyond its reasonable control, including but not limited to: Strikes or Lockouts, Labor Shortages or Disturbances (including those caused by pandemics), Acts of God, Fires, Accidents, Floods, Severe Storms, Wars, Riots, Acts of Governmental Authority, and Acts of or Omissions of Third Parties, including US/Canadian customs, the performance obligations of carrier affected by the Force Majeure condition shall be suspended to that extent for the duration of such event; provided, however, that carrier shall make all reasonable efforts to continue to meet its obligations during the duration of the Force Majeure condition. When carrier declares Force Majeure, carrier shall notify the shipper when Force Majeure exists, the nature of the Force Majeure and when the condition is terminated.
Note B: Shipper agrees to waive all rights under Section 7 of the Bill of Lading.
Note C: Any updates or changes for Time Critical Service after pick up from the shipper must be communicated and coordinated through the Time Critical Department and not the local Estes terminals.
Note D: Claim for reduction in transportation charges must be initiated by the Payer of Freight Charges by letter, phone call or email to the Estes Time Critical Services Department within 30 days from the date of delivery. Claims received after this time period will not be processed.
Note E: The above remedies are the exclusive remedies for any claims specifically noted as "Guaranteed" Money Back. In no event shall the carrier, Estes Express Lines, be liable for any consequential, incidental, special or economic loss or damages resulting from its failure to meet the scheduled delivery dates, including, but not limited to, loss of income or profits regardless of whether or not the Carrier knew or should have known that such damages might have been incurred.
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Note F: Guaranteed LTL shipments consuming over 12 linear feet of trailer for safe loading OR exceeding 10,000 pounds will be spot rated using the Volume & Truckload rating application for the date tendered. The VTL rate quote application is provided on the Estes Website and via API web services. Customers are encouraged to use the Volume & Truckload quote application prior to tender to verify the charges for all of their guaranteed shipments. Shippers may also call or email the Time Critical Guaranteed Department for volume shipment rates and/or to book volume guaranteed shipments. Provisions found in EXLA 105
Note G**:** Standard LTL shipments which are requested to be upgraded to Time Critical Guaranteed at any time after initial pick up from shipper will be assessed an additional $*75.00* upgrade fee. This administration fee is in addition to the guaranteed surcharge applicable to the specific Time Critical service requested.

Note H: All Time Critical "Blind" shipments will be accessed with a $*200.00* Blind Shipment fee regardless if Blind Shipment fee is waived or reduced for "Blind" Shipment non-guaranteed LTL shipments. This "Blind" shipment fee is in addition to any other service fees applicable to the shipment.
Note I: If the payer does not have an open credit account with Estes, they must pay for guaranteed shipments in advance with a wire transfer.
Note J: The below listed exceptions require shipment specific spot pricing and coordination outside of those provided for herein. Shippers desiring service originating from or destined to these locations, and those areas outside of the contiguous 48 states (except direct service Canada points) must first contact the Time Critical Department for authorization and service availability. Please contact the Time Critical Guaranteed Department at **timecritical@estes-express.com** or 800-645-3952.
Note K: If the customer requests routing across a specific international gateway which is not the standard routing of the shipment in order To consolidate brokerage services or for any other purposes, the guaranteed transit times may be longer than the standard cross border routing for that specific lane.
Exceptions (Time Critical Service Not Available):
Agent and Interline points
Container Freight Stations (CFS) and Customs Warehouses
Conventions, Trade Shows, Expos & Marshalling Yards
Government Facilities

Major US Airport Cargo Faciliies

TIME CRITICAL – RETAIL GUARANTEED

1. Carrier guarantees the delivery of shipments within its published transit time or the charges will be adjusted upon request of the payer of the freight charges.
2. If the delivery of Estes Retail Guarantee shipment misses the requested MABD by the carrier and upon proof that a charge-back or other financial penalty was PAID by the customer, Estes will additionally reimburse the charge-back or financial penalty up to the amount of the total freight charges of that specific shipment. If the charge-back or financial penalty relates to multiple shipments, only a prorated amount of that financial penalty related directly to the defective Estes Retail Guarantee shipment will be reimbursed.
3. Weekends and Holidays are not included in transit time.
4. Time Critical Shipments must be made available to carrier by 5 p.m. local time on the day of pickup AND with 2 hours or more advance notice depending on the shipper's proximity to the carrier's service center for guaranteed pick up. If shipment is made available after 5 p.m. local time and is accepted by the carrier, one additional day of transit will be added to the otherwise published transit time.
5. Dimensions of each handling unit must be provided on the BOL. Accurate quotes cannot be determined without dimensions and any quotes received without providing dimensions may not reflect the actual charges (see Note E).
6. If a delivery appointment is required, it is guaranteed that every effort will be made to achieve the appointment date requested by the payer provided the appointment date and time is within the parameters of the standard service level requested, but will be dependent on the consignees' accepting delivery on that date. If the appointment is prior to 12:00 Noon, the Noon Time Critical Rate will apply. Carrier is not obligated to furnish pick up or delivery service before 0800 and after 1700 Monday thru Friday with Standard Time Critical Service.
7. Time Critical shipments will deliver without damage to the commodity contents. The payer of the freight charges must provide proof of commodity damage or loss (not based solely on damage to outer packaging) in order to request adjustment of charges.
8. Shippers desiring Estes Retail Guarantee must so indicate on the Bill of Lading by specifically writing legibly, "Estes Retail Guarantee" and also "MUST DELIVER NO SOONER/NO LATER" with the date of delivery requested. Without this specific instruction, the guaranteed shipment may be delivered earlier at the Carrier's convenience. All shipments which have a Must Arrive by Date (MABD) & must indicate "MUST DELIVER NO SOONER/NO LATER ON THE BOL. They must indicate "Appointment Required" as well. NO SOONER/NO LATER is a date specific delivery service that is only available with Time Critical Guaranteed Services.
9. Shippers desiring any level of service must first verify the requested service level is supported. If the customer tenders a BOL requesting a service level that is not supported, the earliest available guaranteed service within carrier's published transit time will be provided and invoiced. Exclusive Use Guaranteed shipments MUST be booked in advance and contracted with the Time Critical Department. Shipments tendered as Guaranteed LTL with an Exclusive Use quote number will be moved and invoiced with the earliest available guaranteed service within carrier's published transit time.
10. Carrier reserves the right to deny the guaranteed service request.

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11. When Estes Retail Guarantee service is requested in the domestic United States and/or cross border (US and Canada), a charge will be assessed, in addition to the line-haul charge, as follows:
    For 5PM Estes Retail Guarantee service - 30% of discounted, applicable class rate, subject to a Minimum Charge per shipment of …….$100.
12. Unless otherwise specified, this Guaranteed Standard Services program will not apply to pallet, commodity, truckload, expedited or volume rated LTL shipments. When pallet, commodity or volume rate provisions AND discount rate provisions apply for the same account, the discount provisions shall prevail in computing the guaranteed line-haul AND the guaranteed service charge.
13. Estes Retail Guarantee is available for any pre-paid shipment going into Walmart, Amazon, Target, Sam's Club, CVS, Costco or Kehe DC's. Other consignees available upon request and with pre-approval by Estes. Estes Retail Guarantee accessorial rates apply. **For shipments destined to Amazon Fulfillment Centers, the guaranteed transit time applies only through arrival at the Estes Destination Service Center, not final delivery to Amazon. Estes guarantees that the shipment will arrive at the Destination Service Center within the guaranteed transit time and that Amazon appointments will be properly managed through the Carrier Appointment Request Portal (CARP) in accordance with Amazon's appointment requirements. Failure to meet either of these commitments will be subject to the applicable Estes Retail Guarantee provisions outlined above.**

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540 **HAZARDOUS MATERIALS – TRANSPORTATION OF**

Shipments of HAZARDOUS MATERIALS as defined by Department of Transportation Regulations, including 49 CFR Parts 100 thru 180, will be accepted for transportation in carrier's vehicle, subject to the following provisions:

1. A handling charge per shipment which will be in addition to all other applicable charges, as follows: (See Paragraph 5)
   HANDLING CHARGE PER SHIPMENT…… $*30.00*
2. If required by Federal, State or Local regulations, carrier will prepare designated route plans, which will set forth

	the routes to be utilized in transporting shipments of hazardous materials from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency for the transportation of hazardous materials, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination, via the designated route of movement, exceeds 115 percent of the shortest mileage from initial origin to final destination, the distance in excess of 115 percent will be charged for at a RATE PER MILE of……$ *5.15* All mileage shall be computed by the use of Tariffs HGB 100 or 105 Series (MILEAGE GUIDE). 3. When special permits authorizing the transportation of specific shipments of hazardous materials are required by Federal, State of Local regulations, the purchase costs of such permits will be paid by the carrier and collected as follows: a. The purchase costs of such permits shall be collected from the Shipper or party requesting the movement of the shipment, plus a service charge per permit, per state in which a permit is procured, of… .$*17.80* b. Except for the service charge for each permit, required evidence of payment of all permit charges shall be furnished to the Shipper or party requesting movement of the shipment upon request. 4. Any notation on the Bill of Lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require Exclusive Use of the Vehicle service in accordance with the provisions of Item 470 of this tariff. 5. On shipments destined to Mexico, a handling charge per shipment, which will be in addition to all other applicable charges, will be assessed as follows: HANDLING CHARGE PER 100 POUNDS…… $*15.75* **NOTE:** See Item 535 for Additional Hazardous Material Charges for Time Critical Shipments
545	**HOUSEHOLD GOODS OR PERSONAL EFFECTS** (Exception to NMFC Item 100240) 1. Shipments of household goods or personal effects will be subject to a class rating of 150. 2. All notes associated with NMFC Item 100240 will apply. 3. Carrier's liability will be limited to $.10 per pound. 4. Shipments released at a value higher than $.10 per pound will not be accepted but if the shipment is inadvertently accepted, the shipment will be considered as released to a value not exceeding $.10 per pound.
550	**EXPORT, IMPORT, COASTWISE AND INTERCOASTAL RATES** 1. Export, Import, Coastwise and Intercoastal rates when so designated, whether Class or Commodity, take precedence over other rates, either Class or Commodity, between the same points, over the same route on Export, Import, Coastwise and Intercoastal traffic as the case may be. 3. Except as provided in Paragraph 1, rates published in tariffs making reference to this tariff, which are not specifically designated as applying only on domestic traffic, will also apply on Export, Import, Coastwise and Intercoastal traffic.
550-40	**IMPORT FREIGHT** A part of a shipment held out by US Government authorities at Port of Import for appraisement or other action by them, when forwarded, will be billed as a part lot of the original shipment, and full reference to the original billing shall be shown on the part lot billing, subject to the following provisions: 1. Such freight will be rated as a part of the original shipment, and not as a separate shipment. The rate on this part of the shipment does not include pickup service provided for in Item 750**.** 2. If such part lot of a shipment is brought to the motor carrier dock by other than the motor carrier, the actual cost of such movement, if paid by the motor carrier to the transfer agency, will be added to the freight bill. 3. If such part lot of a shipment is picked up by the motor carrier, a charge will be assessed, in addition to the line-haul charge, as follows: CHARGE PER 100 POUNDS……$ *4.45*

	MINIMUM CHARGE PER SHIPMENT…… $ *27.10*
560	**EXTRA LABOR – LOADING OR UNLOADING Section 1 – Non-Residential Delivery** 1. When requested by the Consignor or Consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge therefore will be: TIME OF USE OF EXTRA LABOR — CHARGE PER MAN For first 3 hours or less…… *$300.00* For each hour or fraction thereof over 3 hours, but not over 8 hours…… $ *80.00* per hour For each hour or fraction thereof over 8 hours……$ *90.00* per hour Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the Consignor (See Notes A and C) if the extra labor is used for loading and against the Consignee (See Notes B and D) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by Consignor or Consignee. 2. Carrier's records must be maintained and kept available at all times and must show information as to each vehicle containing shipments on which extra labor is used: a. Name and address of Consignor and Consignee at whose place of business freight is loaded or unloaded. b. Identification of vehicle tendered for loading and unloading; and c. Number of extra men used and the number of hours or days each such man was used. 3. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading. --- Note A – CONSIGNOR, as used in this item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be original Consignor, or warehouseman or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading is issued. Note B – CONSIGNEE, as used in this item, means the party to whom the carrier is required by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off-points, whether he be ultimate Consignee, or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated on the Bill of Lading. Note C – Charges for extra labor for loading shall be assessed against the Consignor, if requested by the Consignor and so noted on the Bill of Lading. Note D – Charges for extra labor for unloading shall be assessed against the Consignee if requested by the Consignee and so noted on the Bill of Lading.
566	**HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE** 1. When requested by Consignor or Consignee, and carrier's operating conditions permit, the carrier may move shipments, or portions of shipments, from or to positions beyond the immediate adjacent loading or unloading positions defined in Item 750 (PICKUP OR DELIVERY SERVICE). 2. Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier. 3. Service provided under this item will be assessed a charge for such service, as follows: Service to 1st floor (Street Level) (Except in NY Zip Code Areas 100-102) CHARGE PER 100 POUNDS…… $ *10.25* MINIMUM CHARGE PER SHIPMENT …… $ *100.00* MAXIMUM CHARGE PER SHIPMENT (See Note A)…… $*1100.00* Service to 1st floor (Street Level) in NY Zip Code Areas 100-102): CHARGE PER 100 POUNDS …… $ *14.50* MINIMUM CHARGE PER SHIPMENT …… $ *110.00* Service to each additional floor (above or below Street Level):

	CHARGE PER 100 POUNDS……..…….…….. $ *1.20* MINIMUM CHARGE PER SHIPMENT …… $ *14.00* When shipments are accorded split pickup, split delivery or stopped-in-transit for partial loading or unloading, the Minimum Charge and Maximum Charge will apply to each stop separately, wherever the service is performed. 4. The charges provided in this item will be in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show repayment of these charges, they will be collected from the party responsible for the payment of freight charges, except such charge for shipments moving on Government Bills of Lading will be collected from the US Government. Note A: The Maximum Charge Per Shipment also applies Per Vehicle if more than one vehicle is used to transport the shipment.
567	**ITEM 567 HYDRAULIC TAILGATE LIFT SERVICE** Shipments requiring the use of vehicles equipped with hydraulic tailgate lifts will be subject to the following provisions: 1. Service will only be provided at locations where the carrier maintains and makes available vehicles equipped with hydraulic tailgate lifts. 2. Requests that the carrier provide hydraulic tailgate lift service must be made in writing and so stated on the Bill of Lading and/or Shipping Order. If the shipper fails to notate the request for such service on the Bill of Lading and/or Shipping Order and the Consignee requires such service for unloading, Consignee will notate such request on the delivery receipt along with a complete legible signature, or at the carrier's discretion a verbal request may be accepted with a written confirmation to follow. 3. If the carrier does not maintain vehicles so equipped or does not offer such service within the course of normal operations, the carrier will attempt to rent such equipment in order to comply with the request for such service. 4. Where the carrier obtains rental equipment as outlined in Paragraph 3, the actual cost of the rental of such equipment shall be reimbursed to the carrier by the party requesting such service. 5. Carrier will not handle freight at positions not immediately adjacent to the vehicle. 6. Service may not be provided when the weight per handling unit exceeds 2,000 pounds, if the service cannot be performed safely. 7. Service may not be provided when the linear dimension per handling unit exceeds 84 inches, the vertical dimension exceeds 72 inches or the side dimension exceeds 48 inches, as would be positioned on the tailgate if the service cannot be performed safely. 8. When service cannot be provided due to excessive weight or dimensions, as described in paragraphs 6 and 7, carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage at the delivering terminal and the reason therefore. The Consignor will be allowed 48 hours of free time to make other delivery arrangements. After expiration of free time, the shipment will be subject to storage charges as provided in Item 910. When such storage charges would begin after 2:00 p.m., the storage charges will commence at 7:00 a.m., the next business day. 9. Shipments requiring the use of vehicles equipped with hydraulic tailgate lifts will be subject to a charge for such service as follows: CHARGE PER 100 POUNDS…… $ *4.95/cwt* MINIMUM CHARGE PER SHIPMENT…… $ *75.00* MAXIMUM CHARGE PER SHIPMENT…… $*350.00* Such charge will be in addition to any other lawfully published charges and will be assessed against the party responsible for the payment of freight charges.
568	**HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING** **(Exception to NMFC Item 568)** 1. Additional help will be required for loading or unloading shipments, as the case may be, where an article (or articles) in a single container or shipping form: a. Weighs 500 pounds or more; or b. Exceeds 8 feet in greatest dimension (See EXCEPTIONS, Paragraph 2); or c. Exceeds 4 feet in both greater and intermediate dimensions (See EXCEPTIONS, Paragraph 2); or d. Is classified LTL at Class 50 or higher in NMF 100, or exception thereto; weighs 150 pounds or more; and is loaded from or unloaded to places 36 inches above or below truck bed. 2. EXCEPTIONS – Additional help is not to be required when such article (or articles) weighing less than 500 pounds; a. Does NOT exceed 22 feet in its greatest dimension; nor 2 feet in any other dimension; or b. Does NOT exceed 10 feet in its greatest dimension; nor 5 feet in its intermediate dimension; nor 1 foot in its least dimension. 3. Whenever additional help is required, as defined above, such help shall be furnished by the Shipper or Consignee as the case may be. If requested, carrier will undertake, on behalf of the Shipper or Consignee, to employ additional help. The following charges for each man furnished (other than the truck driver, for whom no charge will be made) shall apply: Mondays through Fridays (except legal Holidays) 8:00 a.m. to 5:00 p.m.:

	CHARGE PER HOUR PER MAN…….. $ *48.25* MINIMUM CHARGE PER MAN……. $ *48.25* Mondays through Fridays (except legal Holidays) 5:00 p.m. to 8:00 a.m.: CHARGE PER HOUR PER MAN…… $ *73.00* MINIMUM CHARGE PER MAN…… $ *73.00*
568-10	**HEAVY OR BULKY FREIGHT – LOADING** **(Exception to Item 568)** Subject to the provisions and charges in Item 568, when carrier is tendered a shipment comprised of articles in a single container or shipping form weighing each 150 pounds or more, which because of their nature and packaging makes it permissible and feasible to stack such containers one upon the other to allow for the most reasonable usage of the carrier's vehicle tendered to pick up the shipment, the carrier may request assistance in loading from the shipper by use of either mechanical loading device or manual assistance. If shipper refuses to provide such assistance and the shipment, as loaded, requires that the carrier provide additional vehicle(s), the shipment will be charged for as provided in Item 390 (CAPACITY LOADS AND OVERFLOW). If the shipper requests that the carrier provide extra labor to assist the carrier's driver in loading, the request for such additional labor will be annotated by the shipper of the Bill of Lading or Shipping Order and will be provided, if available, subject to the charges provided in Item 568, Paragraph 3. In no case shall the shipper require the carrier to employ such additional help from within a specific source or labor pool.
570	**IMPRACTICABLE OPERATIONS** Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of: 1. The conditions of roads, streets, driveways, alleys or approaches thereto. 2. Inadequate loading or unloading facilities. 3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to person or property. 4. Ferries.
572	**INVOICING REQUIREMENTS** Carrier shall reference its 10-digit shipping number, referred to as a PRO number, on each invoice. Other identifiers such as purchase order numbers, scope of work number, bill of lading number, department name or code, plant number or code, or any other identifier used for the internal billing requirements of the payer, shipper or consignee, must be shown in the bill of lading, or passed to carrier in some manner agreed upon in writing by both parties. If carrier is required to obtain an identifier that has not been provided on the bill of lading or other agreed upon manner, a service charge of $*15.00* per shipment will be assessed and added to the invoice.
576	LUMPER PROCESSING FEE/UNLOADING FEE REVISED 5-11-26 LUMPER DELIVERY 1. When the Consignee requires the carrier to purchase third party contract labor to perform the unloading service, the carrier will be reimbursed for any expenses, charges or fees assessed by contractor. Such expenses, charges or fees will be prorated by weight and proportional charges will be added to the freight bill. In the event the contractor assesses a charge on a per bill basis, said charge will be added to the freight bill and a scanned lumper invoice receipt will be attached to the electronic bill image. 2. Such expenses, charges or fees will be in addition to all other lawful charges and will be assessed against the payer of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by the consignor or third party. UNLOADING FEE 1. When the Consignee requires the carrier to use the Consignee's labor to perform the unloading service and the Consignee assesses a charge, fee or unloading allowance against the carrier, the carrier shall assess the following charges: CHARGE PER 100 POUNDS …… *$ 1.40* MINIMUM CHARGE PER SHIPMENT…….. $ *25.00*

	MAXIMUM CHARGE PER SHIPMENT…… $*250.00* 2. Such expenses, charges or fees will be in addition to all other lawful charges and will be assessed against the payer of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor or third party.
578	**PICK-UP OR DELIVERY – SHIPPER LOAD AND COUNT** When empty trailers are delivered to the Shipper's location for subsequent loading at a later time by the Shipper or its agent, such delivery will be identified as Shipper Load & Count ("SL&C") and will be subject to the following terms and conditions: 1. For each SL&C shipment tendered by Shipper to Carrier, Shipper will include "SL&C" on the bill of lading for the shipment, indicating that Shipper counted and loaded the shipment without Carrier's driver present. Shipper's failure to include "SL&C" on the applicable bill of lading does not change the liability of either party if Shipper did in fact count and load the shipment. 2. Shipper will load each SL&C shipment securely, in such a manner so as to withstand the normal rigors of transportation to Carrier's originating Service Center or intermediate handling facility. Any temporary blocking, flooring or lining, rack standards, strips, stakes or similar bracing, dunnage or supports, not constituting a shipping carrier container or package, or a part of the vehicle when required to protect and make shipments secure for transportation, must be furnished and installed by the Shipper. Shipper shall not load any handling unit greater than 26 linear feet without prior approval by Carrier. Shipments containing an item exceeding 26 feet may be returned by Carrier, at Shipper's expense and liability, to the shipping point if the configuration of the item cannot be handled with reasonable dispatch safely within Carrier's network, as determined by Carrier in its sole and unlimited discretion (see Item 670-10). 3. Carrier's driver will not check a SL&C shipment at the time of pick up. 4. Carrier's driver will sign the bill of lading for each SL&C shipment with "SL&C" instead of a piece count. All provisions of the bill of lading contract, which are consistent with this item, will apply. The failure of Carrier's driver to include "SL&C" on the applicable bill of lading does not change the liability of either party if the Shipper did, in fact, count and load the shipment. 5. Carrier will count and verify the piece count, defined as cartons, rolls, pails, or similar units of each SL&C shipment and note any exceptions - over, short, or damaged (referred to herein as "O/S/D exceptions") when the shipment is actually transferred from the original trailer picked up by Carrier (such transfer is hereinafter referred to as the "first physical handling" of the shipment). 6. Shipper will be notified of any O/S/D exception(s) or a clear delivery within one business day of the first physical handling of the shipment. Failure of Carrier to notify shipper of any O/S/D exceptions as provided herein does not relieve the shipper of its obligations. Continued 7. In the event of any O/S/D exception(s), Carrier may hold the shipment and await disposition from Shipper or may adjust Shipper's bill of lading to reflect the overage or shortage and forward the shipment onto destination. Carrier agrees to note the O/S/D exception(s) for Shipper, on the bill of lading and delivering documentation. 8. Carrier will not be liable for any O/S/D exception(s) occurring before the first physical handling of the shipment and reporting of any O/S/D exception(s) to Shipper, unless there is evidence of a vehicle accident or negligence by Carrier. 9. Shipper will not utilize Carrier's equipment for any purpose other than loading under this Item. 10. Trailer detention charges apply beyond a reasonable time for loading and securement of the freight.
579	**PICK-UP OR DELIVERY – CONSIGNEE UNLOAD OR DROP TRAILER** When shipments are delivered to the Consignee's location for subsequent unloading at a later time by Consignee, such delivery will be subject to the following: 1. Upon delivery of a trailer hereunder, Carrier will present to Consignee: a. the trailer with its door seal intact; b. a printed manifest listing all shipments contained within the trailer; and c. a delivery bill for each shipment contained within the trailer. 2. Upon delivery of each trailer by Carrier hereunder, Consignee will: a. ensure the trailer door seal is intact and matches with the seal number printed on the manifest;

	b. ensure a delivery bill is received for each shipment listed on the manifest; and c. sign the manifest acknowledging receipt of the sealed trailer and delivery bills. 3. Upon unloading the shipments from the trailer, Consignee will: a. note all exceptions to the condition of the shipments (shortages, overages, and/or damages) on each individual delivery receipt for the applicable shipment; b. ensure that all delivery exceptions reference product numbers or some other specific identifier of the specific freight for which an exception is being taken; c. sign and date each delivery receipt, and note the condition of the shrink wrap for that shipment; d. reload any overages back onto the Carrier's trailer; and e. contact Carrier to advise that the trailer and delivery receipts are available for pick up. A trailer is considered "returned" for purposes of this agreement, and calculating detention charges, only if all applicable delivery receipts have been returned with the trailer. 4. Exception Notification a. Consignee will advise Carrier of any delivery exceptions (over, short or damaged) within 24 hours of the time the trailer was delivered to Consignee's location. Notification must reference the individual freight bill number and corresponding exception. b. Consignee's failure to report delivery exceptions within 24 hours will mean there were no delivery exceptions and Consignee agrees that all claims for which a delivery exception is not presented within such 24 hour period are hereby waived. 5. Trailer Detention Charges apply beyond the free time allowed for unloading Carrier's trailer, see item 501. 6. Consignee will not utilize Carrier's equipment for any purpose other than unloading under this Item. 7. Consignee will accept liability for damage to Carrier's equipment while in its possession. 8. For purposes of this Item 579, "exceptions" shall mean over, short or damaged. Notwithstanding anything herein to the contrary, Carrier may, but is not required to, apply a trailer door seal. Neither the presence nor the absence of a trailer door seal shall furnish any basis for a delivery exception.
580	**MARKING OR TAGGING FREIGHT – LTL or AQ** **(Exception to NMFC Item 580)** 1. Except as otherwise provided for in this item, when shipments are released to a carrier with instructions to prepare a Bill of Lading, or where Bill of Lading is prepared by the owner of the goods and supplied to the carrier, the carrier will tag the freight to conform with NMFC Item 580, subject to the charges shown in Paragraph 6. IMPORT FREIGHT MOVING IN BOND (See Note A) Continued 2. IMPORT shipments of LTL or AQ freight, when forwarded in bond, which, upon delivery to the carrier at the Port of Entry bear blind or abbreviated markings, shall be marked with red label or tag of the US Government to show the following information, which will be considered in full compliance with NMFC Item 580. TRANSPORTATION ENTRY NO._____ FROM_____ (Station) TO_____ (Destination) NOTICE – This package is under bond, and must be delivered intact to the Chief Officer of the States Customs at _____. Continued 3. Shipments marked in accordance with Paragraph 2, when prepared and/or applied by the carrier, will be subject to a charge for such service, as follows: CHARGE PER LABEL OR TAG…… $ *2.30* MINIMUM CHARGE PER SHIPMENT……$ *30.65* 4. Any additional marking required by the Shipper, if performed by the carrier, will be charged at the same rate as provided in Paragraph 6. **FREIGHT NOT MOVING IN BOND** 5. On Import, Coastwise or Intercoastal traffic, and on shipments received at steamship piers, which upon delivery to carrier or its agent at the Ports of Entry bear blind or abbreviated markings, will, if necessary for proper identification, after completion of Customs formalities, be marked in conformity with NMFC Item 580. When marking is done by an employee of the carrier, or other party acting as agent for the carrier, the charge for such marking will be as provided in Paragraph 6, which charge, unless paid to the carrier or its agent at the Port of Entry, as above, will follow as an advance charge against the shipment. 6. (a) Where the owner of the goods supplies the carrier with prepared labels or tags to be affixed to individual packages or pieces of freight, a charge will be assessed for affixing such labels or tags to the packages or

	pieces, as follows: CHARGE PER LABEL OR TAG…… $ *1.25* MINIMUM CHARGE PER SHIPMENT……$ 22.35 (b) Where the carrier is not supplied with prepared labels or tags to be affixed to individual packages or pieces of freight, carriers will mark, label or tag the freight, and a charge will be assessed for affixing such labels or tags to the packages or pieces, as follows: CHARGE PER LABEL OR TAG…… *$ 3.00* MINIMUM CHARGE PER SHIPMENT…… $ *22.35* --- Note A – The marking or labeling charge will not be applicable when the vehicles are loaded to visible capacity and
595	**MAXIMUM CHARGE** Except as otherwise provided, in no case shall the charge for any shipment from and to the same points via the same route of movement, be greater than the charge for a greater quantity of the same commodity, subject to the same packaging provisions, at the rate and weight applicable to such greater quantity of freight.
596	**MAXIMUM WEIGHTS – TL OR VOL** Except as specifically provided in individual items, TL or VOL provisions subject to a maximum weight restriction will apply only to the extent that the total weight of the shipment does not exceed the maximum weight restriction. That portion of a shipment in excess of a stated maximum weight shall be rated as a separate shipment.
600	**MEXICAN BORDER DRAYAGE** When drayage service is requested by the Consignor at Mexican Border points, a charge will be assessed for such service, as follows: CHARGE PER SERVICE…… *$150.00*
615	**MINIMUM CHARGE – CUBIC CAPACITY AND DENSITY** **APPLICATION** 2. Any shipment which as tendered exceeds 350 cubic feet of carrier's vehicle will be subject to a Minimum Charge based on 6 pounds per cubic foot, at the customer's Class 125 rate and subject to applicable discounts. If the customer's applicable tariff does not include a Class 125 rate, the Minimum Charge for shipments subject to this item will be 211% of the applicable base rate. (See EXAMPLE) **3.** For purposes of determining cubic capacity, when two or more shipments are tendered to carrier by the same Consignor, from the same place during one calendar day for delivery to the same Consignee at one place, and where remittance will be paid by the same payer, they will be considered one shipment. However, nothing in this provision obligates the carrier to consolidate two or more shipments tendered on separate Bills of Lading. CONTINUED **CONDITIONS AND DEFINITIONS** 1. The cubic capacity of the shipment shall be determined by totaling the cubic feet of all articles, pieces and packaged units in the shipment, in accordance with NMFC Item 110, Section 8(a) and (b). If the Bill of Lading or packaging provides instructions that in any way prohibits the utilization of the trailer space between the trailer ceiling and the top of the articles, the height of the article or articles will be considered as 84 inches. 2. The provisions of this item are not applicable in connection with shipments subject to VOL or TL rates or charges or minimum charges per vehicle used. EXAMPLE: A shipment occupying 350 cubic feet and moving between points subject to Rate Basis Number 500, would be subject to a minimum charge, as follows: (NOTE) 350 cubic feet at 6 pounds per cubic feet……2,100 pounds Class 125 rate for Rate Basis Number…… … $ *67.71* per 100 pounds 2,100 pounds multiplied by $67.71 cwt.……$*1421.91* $1421.91 discounted by 55% produces a minimum charge of…… $ *639.86*- [The figures used in this example are merely for the purpose of providing an example and may or may not reflect the charges for any particular shipment.]

	NOTE A: Class exceptions that have the effect of lowering the customer's Class 125 rate are not applicable.
616	**MINIMUM CHARGE – HOUSEHOLD GOODS OR PERSONAL EFFECTS** The Minimum Charge for an LTL or AQ shipment of Household Goods or Personal Effects, as described in NMFC Items 100200 and 100262, moving under rates in tariffs governed by this tariff, will be the charge for 500 pounds at the applicable rate, but not less than the Minimum Charge published between the origin and destination in which the traffic is moving.
620	**MINIMUM CHARGE – SHIPMENT MOVING UNDER PROVISIONS of NMFC ITEM 60000** Minimum Charge shipments moving under the provisions of NMFC Item 60000 must state either the Released Value or the Actual Value of the commodity or commodities on the Bill of Lading at time of pickup. If the Shipper fails to indicate the actual value of the commodity or commodities, the maximum carrier liability will be that amount per pound as provided in NMFC Item 60000.
645	**MIXED SHIPMENTS – LTL OR AQ** (Exception to Section 3 of NMFC Item 640) 1. The Bill of Lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total pieces and weight of each separately classified article. 2. If a shipment containing commodities of more than one class is inspected, and the inspection determines that the BOL information does not accurately describe those commodities and classes, the shipment will be rated per Item 4 below, based on the density of the total shipment as determined using the weight and dimensions. 3. **(a)** If a shipment containing articles of more than one class is inspected, and the inspection determines that the BOL information does not accurately describe those articles and classes, or all articles have density-based classifications within the same piece, package or shipment, the shipment will be rated per chart below. When the shipper has provided weight and dimensions for each handling unit on the original bill of lading, those weights and dimensions will be used to calculate density, pending carrier verification. In the absence of accurate information on the original bill of lading, at carrier's discretion density may be calculated based on the total weight and overall cube of the entire shipment or on the weight and dimensions of each individual handling unit. **(b)** If all articles do not have density-based classifications, or if any article has stowability, handling, or liability considerations, is regulated as a hazardous material, or has classes based on packaging, greatest dimension or some other factor, carrier reserves the right to rate the shipment at the highest classed article tendered.

(c) Notwithstanding the applicable class, any article that is subject to the released value provisions of the NMFC in effect at the time of shipment shall be considered released at the lowest release value stated therein.

Based on the total shipment density as noted below the corresponding class will be applied for rating purposes:

POUNDS PER CUBIC FOOT (PCF)	RATED CLASS
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

Sec. 4. (a) The weight of pallets, platforms, racks, skids, unitizing materials or packaging forms as required by Sec. 4. (b) must be shown on shipping order and bill of lading and will be charged for at the lowest class applicable to any article or articles comprising not less than 5 percent of the total weight unitized on such pallet, platform, rack or skid.

Sec. 4. (b) Articles tendered in a fiberboard box secured to pallets, platforms, skids or racks interior packaging forms must be used in the unoccupied space between articles or inner packages and inside top of outer box. Interior packaging forms used must be of sufficient strength and design to prevent collapse of the outer box when freight is loaded on top.

645-10

MIXED SHIPMENTS – VOLUME OR TRUCKLOAD (See Note A)

(Exception to NMFC Item 640)

SECTION 1

Unless otherwise provided, a number of articles, for which the same or different VOL or TL rates, classes, ratings or minimum weight, are provided, constituting a mixed VOL or mixed TL shipment, will be charged at the actual or authorized estimated weight and at the straight VOL or TL class rate (NMFC or Exceptions), commodity rate or column commodity rate (not "Specific Mixture", "All Freight", "Freight All Kinds" or "All Commodity" rates or ratings) applicable to each article, except as provided in NMFC Item310 and Sec. 3 of Item 640, and at the highest straight VOL or TL minimum weight that would be applicable to any article in the shipment, if that quantity of each article in the mixed shipment are tendered as a straight VOL or straight TL shipment. Any deficit in the minimum weight will be charged for at the lowest VOL or TL rate applicable to any article in the mixed VOL or TL shipment.

SECTION 2

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

SECTION 3

Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is less on the basis of the VOL or TL rate and VOL or TL minimum weights (or actual or authorized estimated weight if in excess of the VOL or TL minimum weight) for one or more of the articles, and on the basis of the LTL rate (See Note C) or rates on the actual or authorized estimated weight for the other article or articles, the shipment will be charged for accordingly. On articles included in VOL or TL shipments on which LTL rates are applied, VOL or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increased charges provided in Section 3 (a) of NMFC Item 687 (See Note D).

SECTION 4

Shipments subject to VOL or TL rates or ratings, applying on "Specific Mixtures", "All Freight", "Freight, All Kinds", "All Commodity" or similarly designated rates or ratings will be charged for on the basis of the VOL or TL rate and its accompanying minimum weight, or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles will be charged for as a separate LTL or VOL or TL shipment, whichever produces the lowest charge (See Note C). The weight of such articles, not included in the mixture, may not be used to make up the VOL or TL minimum weight. On articles included in VOL or TL shipments on which LTL rates are applied, VOL or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increased charges provided in Sec. 3 (a) of NMFC Item 687.

SECTION 5

If a lower charge results under the application of Section 1, 2 or 3, than under the provisions for a specific VOL or TL mixture, such lower charge will apply.

	SECTION 6 Where different VOL or TL rates and minimum weight are provided on the same article included in a mixed VOL or mixed TL shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment. **SECTION 7** On mixed VOL or TL shipments of commodities subject to "Excess" rates or ratings (See Note B), each commodity shall be considered separately and "excess" rates or ratings (See Note B), will apply only when the basis minimum weight is met on each commodity. (Two or more commodities subject to the same rates or ratings and minimum weight are to be treated as one commodity in applying the excess class rate or rating). Note A: The provisions of this rule will apply on shipments accorded stop-off-in-transit privileges in accordance with the provisions of tariffs making reference hereto, or provisions authorized herein. Note B: Excess rates or ratings are those rates or ratings specifically published to apply on the amount of the shipment loaded in the same vehicle which exceeds the stated Volume Minimum Weight in Pounds ("VMW"). Note C: The LTL rate to apply will be the rate applicable to the weight of the article or articles being charged for on the basis of the LTL rate or rates, considering such portion as a separate shipment for rating purposes, subject to a minimum charge if applicable. Note D: The weight of the portion of the shipment assessed LTL rates shall not be used in computing the applicable VOL or TL minimum weight.
645-20	**MIXED SHIPMENTS – VOLUME OR TRUCKLOAD (See Note A)** **(Exception to NMFC Item 640)** **SECTION 1** Unless otherwise provided, a number of articles, for which the same or different VOL or TL rates, classes, ratings or minimum weight, are provided, constituting a mixed VOL or mixed TL shipment, will be charged at the actual or authorized estimated weight and at the straight VOL or TL class rate (NMFC or Exceptions), commodity rate or column commodity rate (not "Specific Mixture", "All Freight", "Freight All Kinds" or "All Commodity" rates or ratings) applicable to each article, except as provided in NMFC Item310 and Sec. 3 of Item 640, and at the highest straight VOL or TL minimum weight that would be applicable to any article in the shipment, if that quantity of each article in the mixed shipment are tendered as a straight VOL or straight TL shipment. Any deficit in the minimum weight will be charged for at the lowest VOL or TL rate applicable to any article in the mixed VOL or TL shipment. **SECTION 2** Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is made lower by considering the articles as if they were divided into two or more separate VOL or TL shipments, the shipment will be charged for accordingly. **SECTION 3** Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is less on the basis of the VOL or TL rate and VOL or TL minimum weights (or actual or authorized estimated weight if in excess of the VOL or TL minimum weight) for one or more of the articles, and on the basis of the LTL rate (See Note C) or rates on the actual or authorized estimated weight for the other article or articles, the shipment will be charged for accordingly. On articles included in VOL or TL shipments on which LTL rates are applied, VOL or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increased charges provided in Section 3 (a) of NMFC Item 687 (See Note D). Continued **SECTION 4** Shipments subject to VOL or TL rates or ratings, applying on "Specific Mixtures", "All Freight", "Freight, All Kinds", "All Commodity" or similarly designated rates or ratings will be charged for on the basis of the VOL or TL rate and its accompanying minimum weight, or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles will be charged for as a separate LTL or VOL or TL shipment, whichever produces the lowest charge (See Note C). The weight of such articles, not included in the mixture, may not be used to make up the VOL or TL minimum weight. On articles included in VOL or TL shipments on which LTL rates are applied, VOL or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increased charges provided in Sec. 3 (a) of NMFC Item 687. **SECTION 5** If a lower charge results under the application of Section 1, 2 or 3, than under the provisions for a specific VOL or TL mixture, such lower charge will apply. **SECTION 6** Where different VOL or TL rates and minimum weight are provided on the same article included in a mixed VOL or mixed TL shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment. **SECTION 7** On mixed VOL or TL shipments of commodities subject to "Excess" rates or ratings (See Note B), each commodity shall be considered separately and "excess" rates or ratings (See Note B), will apply only when the basis minimum weight is met on each commodity. (Two or more commodities subject to the same rates or ratings and minimum weight are to be treated as one commodity in applying the excess class rate or rating).

	Note A: The provisions of this rule will apply on shipments accorded stop-off-in-transit privileges in accordance with the provisions of tariffs making reference hereto, or provisions authorized herein. Note B: Excess rates or ratings are those rates or ratings specifically published to apply on the amount of the shipment loaded in the same vehicle which exceeds the stated Volume Minimum Weight in Pounds ("VMW"). Note C: The LTL rate to apply will be the rate applicable to the weight of the article or articles being charged for on the basis of the LTL rate or rates, considering such portion as a separate shipment for rating purposes, subject to a minimum charge if applicable. Note D: The weight of the portion of the shipment assessed LTL rates shall not be used in computing the applicable VOL or TL minimum weight.
646	**NON-APPLICATION OF COMMODITY RATES FROM AND TO RATE GROUPS** Except as otherwise provided, commodity rates in tariffs subject hereto will apply only from or to points specifically named in commodity rate items, and will not apply from or to points taking the same rate group.
647	**NOTIFICATION PRIOR TO DELIVERY** PART 1 – NOTIFICATION PRIOR TO DELIVERY / SCHEDULED APPOINTMENT – BUSINESS TO BUSINESS On shipments other than those requiring a residential delivery which are subject to Minimum Charge or rates applying on less than 20,000 pounds, when the carrier is requested, as a condition necessary prior to delivery, to give telephone or written notice of arrival, or when the carrier receives instructions to establish a specific appointment time for delivery of goods tendered for transportation, a charge for such prior notification and/or scheduled delivery service will be assessed as follows: CHARGE PER SHIPMENT……..……$ *30.00** PART 2 – NOTIFICATION PRIOR TO DELIVERY/SCHEDULED APPOINTMENT – RESIDENTIAL PICKUP OR DELIVERY On residential delivery shipments which are subject to Minimum Charge or rates applying on less than 20,000 pounds, when the carrier is requested, as a condition necessary prior to delivery, to give telephone or written notice of arrival, or when the carrier receives instructions to establish a specific appointment time for delivery of goods tendered for transportation, a charge for such prior notification and/or scheduled delivery service will be assessed as follows: CHARGE PER SHIPMENT……..……$ *25.00** *Not charged when a residential Delivery is performed "and" the Consignee and/or Payer of Freight Charges have agreed to "No Appointment/ No Notification/No Signature Delivery" as described in Item 751, Section 8. **PART 3 – PRELODGING OF FREIGHT BILLS** Except as otherwise provided in this tariff, when the Consignee requires delivery of the Freight Bill prior to delivery of a shipment, a charge for delivery of freight bills will be assessed, as follows: CHARGE PER SHIPMENT……$ *45.00* MAXIMUM CHARGE FOR EACH DELIVERY OF FREIGHT BILLS…$ *210.80*
670	**OVER DIMENSION FREIGHT** Shipments which, because of their weight, dimensions or dangerous character, require procurement of Special Permits (See Item 740) for transportation over streets or highways will be transported subject to the following conditions and Minimum Charges: 1. Arrangements for transporting freight provided above must be made with the originating carrier before the shipment or any portion thereof is tendered for transportation. 2. Such shipments will be subject to freight charges as follows: Apply 110 percent of the charges based on the applicable rate times the applicable VOL or TL minimum weight, or actual weight, whichever is greater, subject to a Minimum Charge of 150 percent of the charge based on the applicable Class rate and VOL or TL minimum weight.
670-10	**OVER DIMENSION FREIGHT – OVER-LENGTH CHARGE** Section 1 1. Shipments containing an article or articles, with dimensions equal to or exceeding eight (8) feet in length but are less than twelve (12) feet in length shall be subject to a charge **of *$300.00*** per shipment.

	2. Shipments containing an article or articles, with dimensions that equal or exceed twelve (12) feet in length but are less than sixteen (16) feet in length shall be subject to a charge of ***$600.00*** per shipment. 3. Shipments containing an article or articles, with dimensions that equal or exceed sixteen (16) feet in length but are less than twenty (20) feet in length shall be subject to a charge of ***$850.00*** per shipment. 4. Shipments containing an article or articles, with dimensions that equal or exceed twenty (20) feet in length feet in length shall be subject to a charge of **$***1000.00* per shipment. 5. These charges shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight invoice. **6**. For overlength charges on Guaranteed Shipments, see Item 535**.** **Section 2 – Residential Delivery/Residential Pickup** When a shipment has one or more handling units of 96 inches or more in length extra labor is required. . The charge therefore will be: 96 inches or greater and weight per handling unit is less than 500 lbs - $ *55.00* per shipment 96 inches but not exceeding 144 inches and weight per handling unit is equal to or greater than 500 lbs - $ *90.00* per shipment 144 inches or greater and weight per handling unit is equal to or greater than 500 lbs - $*115.00* per shipment
680	**PACKAGING OR PACKING REQUIREMENTS** 1. Where packing requirements are not provided in tariffs governed hereby, the packing requirements of NMFC will apply. 2. Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates or rating subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets.
687	**PACKAGING OR PACKING – NON-COMPLIANCE WITH** **(Exception to Section 3(a) of NMFC Item 687)** 1. Applies only on articles in packages which also serve as Display Stands or Racks and then only when the article or articles, and necessary interior packing devices, occupy less than 80 percent of the interior cubic capacity of the outer shipping container. 2. The transportation charge on articles, which fail to comply with packing requirements, and the failure to comply is discovered after articles have been accepted for transportation, must be determined as follows: a. When LTL or AQ classes or ratings are applicable to the articles shipped, the charge shall be 200 percent of the charge determined by applying the highest LTL or AQ class or rating provided for such articles in the same shipping form.
710-10	**PALLETIZED SHIPMENTS AND RETURNED EMPTY PALLETS** **SECTION 1 – PALLETIZED SHIPMENTS** 1. Applies only on shipments subject to LTL rates. If a shipment is moving on a rate subject to a stated Minimum Weight of 10,000 pounds or more, and such rate is not designated as a truckload rate, it will be considered a truckload rate for the purpose of this item, and provisions of this item will not apply. 2. Subject to the following conditions, when freight is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, the charge will be based on the applicable rate and weight of the shipment, including the weight of the pallets: a. Consignor and Consignee must perform loading and unloading, except that carrier's employee may assist in moving the loaded pallets onto and off the vehicle. Carrier's employees will not be permitted to ride power equipment at Consignor's or Consignee's premises. b. Loading and unloading must be completed within the time specified as provided in Note B after the arrival of each truck at Consignor's or Consignee's premises, or as close thereto as conditions thereon will permit. When either loading or unloading is not completed within the time specified as provided in Note A, the charges shown in Paragraph (d) will apply for each service. Where Consignee requires that the carrier's employee unload the lading from Shipper's pallets, the provisions of this item will apply and charges specified in Paragraph (e) will be assessed after two hours free time. Charges will be assessed against

the Consignor if the delay occurs at his premises and against the Consignee if the delay occurs at his premises; however, if such delay is attributable to others who are not parties to the Bill of Lading contract, the charges will be assessed against the shipment.

c. The time per vehicle shall begin to run upon notification by the driver, to the responsible representative of the Consignor or Consignee at the place of pickup or delivery, of the arrival of the vehicle for loading or unloading, as the case may be, either on the premises designated by the Consignor or Consignee, or as close thereto as conditions of said premises will permit, and shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery, as the case may be, except as provided in Paragraph (d) of this section. Time, if any necessary to prepare a vehicle for loading or unloading, as the case may be, will be excluded from the computation of time. Upon request of Consignor or Consignee or others designated by them, carrier will enter into a reasonable prearranged schedule for arrival of the vehicle for loading or unloading. EXCEPTION – When carrier makes a prearranged schedule with Consignor or Consignee, or others designated by them at place of pickup or delivery, for the arrival of the vehicle for loading or unloading, and carrier is unable for any reason to maintain such schedule within 30 minutes, the time shall begin to run from the scheduled time, or actual time loading or unloading commences, whichever is earlier.

d. Computations of time are subject to, and are to be made within the normal business (shipping or receiving day at the designated premises at place of pickup or delivery, except if carrier is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next such day, or when work the next day is actually begun by carrier, if earlier. When loading or unloading carrier through a normal meal period, meal time, not to exceed one hour, will be excluded from computation of time.

CONTINUED

3. Subject to the following conditions, when freight is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, the charge will be based on the applicable rate and weight of the shipment, including the weight of the pallets:

   a. Charges:

WHEN THE DELAY PER VEHICLE BEYOND FREE TIME IS:	THE CHARGE PER VEHICLE WILL BE:
1 hour or less ……..	$ *91.80*
Over 1 hour, but not over 75 minutes ……..	$*114.20*
Over 75 minutes, but not over 90 minutes ……..	$*137.75*
Over 90 minutes, but not over 105 minutes ……..	$*160.15*
Over 105 minutes, but not over 120 minutes ……..	$*184.75*
Over 120 minutes, but not over 135 minutes ……..	$*206.10*
Over 135 minutes, but not over 150 minutes ……..	$*228.45*
Over 150 minutes, but not over 165 minutes ……..	$*252.00*
Over 165 minutes, but not over 180 minutes ……..	$*274.35*
Over 180 minutes – the charge for 180 minutes, plus for each 15 minutes or fraction thereof ……..	$ *23.55*

Consignor must show on Bill of Lading and Shipping Order the weight of the freight loaded on pallets and the weight and number of pallets, separately. The weight of each pallet shall not exceed 100 pounds.

b. Pallets, including disposable pallets, must be of substantial construction to afford safe handling without bodies, enclosures, standing ends, sides, stakes or standards, and must be not more than 7 inches high (deep) and must be:
(i) of double-faced construction, held together by supports or stringers, with openings for forklifts on at least two sides; or
(ii) of single-faced corrugated fiberboard construction, with nest-able molded plastic legs or supports, and with openings on all sides for forklifts.
Except for the final pallet or row of pallets, the outside dimensions of each loaded pallet, or row of loaded pallets, must not be less than 80 inches in width as measured across the vehicle from side to side; except when legal load limit of the vehicle would be exceeded by the use of pallets, or rows of pallets, of less dimensions. At least 90 percent of the shipment weight (exclusive of weight of pallets) must be loaded on pallets, except that limitation is not to apply to that portion of the weight of the shipment consisting of pieces or packages each weighing 100 pounds or more.

c. Each loaded pallet must be strapped, tied, glued or otherwise secured by the Consignor, so as to form a unit load of sufficient strength to withstand the normal hazards of transportation, and when blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be installed by and at the expense of the Consignor.
Pallets will be considered a part of the shipment with no carrier liability for exchange or return, except as otherwise provided.

SECTION 2 – RETURNED EMPTY PALLETS

Where palletized shipments move under the provisions of SECTION 1 of this item, not more than an equal number of empty double-faced pallets, as described in SECTION 1, paragraph g(1), may be returned via the same carrier or carriers handling the inbound palletized shipments, subject to the following conditions and charges:

1. The empty pallets must be tendered for return on one or more Bills of Lading, naming the Consignee of the palletized inbound shipment as the Consignor, and naming the Consignor of the palletized inbound shipment as the Consignee. Shipper must place the following certification on the Shipping Order and Bill of Lading:
"This is to certify that the empty pallets described herein as tendered to the above carrier were moved inbound under load by such carrier within the preceding six (6) months."
2. The point of origin of the empty pallets must be the same as the point of delivery of the palletized shipment.
3. The point of delivery of the empty pallets must be the same as the point of origin of the palletized shipment.
4. Carriers will have no responsibility for the identity, character, size or condition of the pallets returned under the provisions of this item.
5. The weight of each returned pallet must not exceed 100 pounds.
6. The charge for returned empty pallets will be as follows:
RATE PER RETURNED EMPTY PALLET…… $ *8.45*
7. When LTL shipments are loaded on pallets by the Shipper and such shipments are physically unloaded from the pallet at the carrier's break-bulk origin terminal, such pallets will be returned without charge only at the time the carrier picks up or delivers another shipment at the same place at which the original loaded pallet was tendered.

Continued

Note A: FREE TIME allowed shall be as follows: (See Note B)

WEIGHT IN POUNDS PER VEHICLE	FREE TIME IN MINUTES PER VEHICLE
2,000 or less ……..	30
Over 2,000 but not over 3,500 ……	45
Over 3,500 but not over 5,000 ……	60
Over 5,000 but not over 7,000 ……	75
Over 7,000 but not over 8,500 ……	90
Over 8,500 but not over 10,000 ……	105
Over 10,000 ……	120

Note B: In the case of multiple shipments received from one Shipper or delivered to one Consignee, at one time on one vehicle, free time will be increased by 5 minutes for each shipment, subject to a maximum of 30 additional minutes free time.

710-160 **PALLETS – RETURN OF**

Except as specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels or skids. (Except marine type or intermodal containers designed for highway use on wheels)

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PAYMENT OF CHARGES

All shipments upon which the lawfully applicable rates and charges are not paid in full within a thirty (30) calendar day period from date of invoice will be subject to the following late payment provisions:

1. "Shipper", as used in this Item, means the debtor and includes, but is not limited to the Shipper, Consignor and Consignee of a shipment, freight forwarders, shippers' associations and shippers' agents and any third party liable or responsible for paying the freight charges.
2. The carrier will provide Shipper with written notification that the freight bill has passed the thirty (30) day credit period within ninety (90) days of expiration of the credit period.
3. A Shipper who is delinquent in paying the freight charges will accrue the following service charge on each delinquent freight bill.
   a. A late payment service charge will be applied to each delinquent freight bill, as follows:
      LATE PAYMENT SERVICE CHARGE……..10%
      MINIMUM SERVICE CHARGE…….$*21.00*
   b. Shipper will have up to TEN (10) calendar days from the date of Shipper's receipt of carrier's notification, where the date of receipt is documented by a signed receipt, or (ii) up to twenty (20) calendar days from the date of mailing of carrier's notification, where the date of Shipper's receipt is not documented by a signed receipt, in which to present payment in full.
   c. Non-payment after this time period, will result in the shipper paying the carrier's full undiscounted, class rates applicable at the time of the shipment, based on the applicable NMFC rating(s).

4. If carrier elects to proceed with legal action or place delinquent charges with an outside collection agency, a thirty percent (30%) collection fee, calculated on the gross, undiscounted charges, will be applied to each delinquent invoice.
   a. The only purpose of this provision is to prevent a shipper who does not pay on time from having free use of funds due Estes Express Lines.
   b. This provision does not sanction payment delays.
   c. Failure to pay within the authorized credit period will, despite this provision for such charges, continue to require Estes Express Lines, before again extending credit, to determine in good faith whether the shipper will comply with the credit regulations in the future.
5. The shipper will be the Consignor for PREPAID shipments; the Consignee for COLLECT shipments; or a third party as defined in Item 360-50 of this tariff.
6. The charge to be used in calculating the late payment provisions for Spot Quotes will be the Shipper's applicable LTL or TL pricing.

720-100

PAYMENT OF CHARGES – SHIPMENTS FROM OR TO MEXICO

The charges for shipments moving between the U.S. and Mexico, or Canada and Mexico, do not include Mexican fees, duties or taxes. The Mexican fees, duties or taxes are the responsibility of the Owner of the freight, Payer of the freight charges or Customs Broker.

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PERMITS – SPECIAL

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

1. The purchase cost of such permits, and all other expenses necessary to secure such permits, and all bridge, ferry, highway, tunnel or other public charges of like nature, which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits, will be paid by the carrier and collected as follows:
   a. All such expenses or charges shall be collected from the Shipper or party requesting the movement of the shipment, plus a service charge per vehicle, per state in which permits are procured, of ……$ *79.65*
   b. Except for the per vehicle, per state, service charge for each permit shown in Paragraph 1(a) above, evidence of payment of all other charges provided for above, shall be furnished to Shipper or party requesting movements of the shipment upon request.
   c. When a shipment requires more than one vehicle, charges provided herein do not apply to vehicles which do not contain articles or commodities requiring such permits.
2. On any shipment which, due to size, shape or weight, requires a flagman or flagmen to accompany the vehicle, the rates in Paragraphs 2(a) and 2 (b), below, will be charged to the Shipper or party requesting movement of the freight:
   a. For each flagman accompanying the vehicle in or on which the shipment is being transported, will be subject to a CHARGE PER HOUR (See Note A) of ……$ *42.35*
   b. For each flagman as escort in a vehicle, other than the vehicle in or on which the shipment is being transported, will be subject to a CHARGE PER HOUR (See Note B) per each such other vehicle with flagman of ……$ *50.65*

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

Note B: Time will be computed from time vehicle with flagman leaves carrier's terminal nearest point of origin until

	return to such terminal, but not to exceed 15 hours in any one day.
750	**PICKUP OR DELIVERY SERVICE** Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading, and one delivery and unloading, or one tender for delivery, of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours (See Item 754 Series for Pickup or Delivery Service on Sundays or Holidays, and Item 755 Series for Pickup or Delivery Services on Saturdays), at one site, subject to the following provisions: (See Note A). **SECTION 1** **PLACEMENT OF VEHICLE FOR LOADING** At the request of the Consignor, the carrier will furnish and place a vehicle at the loading site designated by the Consignor to pick up a shipment there tendered for transportation. **SECTION 2** **PLACEMENT OF VEHICLE FOR UNLOADING** The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of vehicle at the delivery site designated by the Consignee. **SECTION 3** **LOADING BY CARRIER** 1. Freight tendered for loading shall be so situated by the Consignor as to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (See Item 566 for Handling Freight At Positions Not Immediately Adjacent To Vehicle). 2. Carrier will furnish only one man per vehicle for loading, be he the driver, helper or another carrier employee, except as provided in Item 560 (EXTRA LABOR-LOADING). **SECTION 4** **UNLOADING BY CARRIER** 1. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Item 566 for Handling Freight At Positions Not Immediately Adjacent To Vehicle). 2. Carrier will furnish only one man per vehicle for unloading, be he the driver, helper or any other carrier employee, except as provided in Item 560 (EXTRA LABOR-UNLOADING). 3. Shipments of HIDES which incur any additional charges in handling, will be loaded by the carrier and the additional charges incurred will be assessed to the party responsible for payment of the freight charges, subject to a MINIMUM CHARGE PER SHIPMENT OF……$*169.60* 4. If any piece or package of a shipment is equal to or greater than 50 pounds and a loading dock is not available, a hydraulic tailgate lift will be required and charges will be assessed per Item 567 (HYDRAULIC TAILGATE LIFT SERVICE). **SECTION 5** **RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER** 1. Loading or unloading service does NOT include: a. Assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight, except as provided in Paragraphs (c), and (d), b. Furnishing by the carrier of rigging or special loading or unloading equipment, such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, block or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the Consignor or the Consignee, as the case maybe, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled handcarts and hand or electrically operated pallet jacks (non-riding type) when furnished by the Consignor or Consignee. c. Opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets or skids. 2. Unloading service includes sorting or segregating the freight when such sorting or segregating is for the purpose of assuring the carrier that the proper freight is being delivered to the Consignee. 3. When freight is tendered to the carrier in lots according to size, brand, flavor or other distinguishing characteristics, and so identified on the Bill of Lading or accompanying papers, delivery service includes tendering to the Consignee in the same manner, including the placement of such segregated lots on the platform, dock, conveyor, pallets, dolly, buggy, or similar device provided by the Consignee for receipt of freight within or adjacent to the vehicle.

SECTION 6

LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE

The Consignor or Consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle. If the carrier's driver is prohibited from witnessing the unloading process to verify damages or shortages, the carrier shall be relieved from claims liability.

SECTION 7

WAIVER OF DELIVERY RECEIPT

When Consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the Consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated. The carrier will unload the shipment providing the otherwise applicable tariff rules or rates do not specifically require the Consignee to so perform such service. In the event Consignor or owner requests deliveries to be made without regard to whether Consignee is present at time of delivery ("Unattended Delivery"), the carrier's delivery manifest or similar document showing delivery to Consignor or owner's desired location shall constitute conclusive proof of proper delivery. Consignor or owner may authorize carrier to leave any shipment unattended at the delivery location specified by the company from whom the goods were purchased (Shipper). Consignor or owner shall be required to represent and warrant that Consignor or owner is at least eighteen (18) years of age and, as owner of the goods, has the authority to permit carrier to complete delivery without requiring a signature evidencing receipt of shipment. Consignor or owner agrees that it is solely responsible for the shipment left at the delivery address and that carrier shall not be held responsible for damage or theft arising from the goods being left unattended. Carrier's delivery manifest or similar document showing delivery to Consignor or owner's desired location shall constitute conclusive proof of proper delivery. Consignor or owner agrees to indemnify and hold carrier harmless from all claims for liability and expenses related to Unattended Delivery, including any attorney's fees or other litigation costs arising by reason of loss or damage to any Unattended Delivery shipment handled by carrier.

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Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading, and one delivery and unloading, or one tender for delivery, of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours (See Item 754 Pickup or Delivery Service on Saturdays, Sundays or Holidays) at one site, subject to the following provisions: (See Note A).

Continued

SECTION 8

HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:

1. WEIGHS 110 LBS OR LESS – The carrier will perform the loading and/or unloading.
2. WEIGHS MORE THAN 110 LBS., BUT LESS THAN 500 LBS.:
    a. The carrier will perform the loading and/or unloading when the Consignor and/or Consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle. (NA) when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. – See – Paragraph (b)(ii). Where the Consignor and/or Consignee do not provide a dock, platform or ramp, the truck driver upon request will assist the Consignor and/or Consignee in loading and/or unloading.
    b. The carrier will perform the loading and/or unloading where the Consignor and/or Consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight:
        i. Exceeds 8 feet, but does not exceed 22 feet, in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or;
        ii. If it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 (one) foot in its least dimension.

CONTINUED

	Where the Consignor and/or Consignee does not provide a dock, platform or ramp, the truck driver, upon request, will assist the Consignor and/or Consignee in loading and/or unloading. 3. WEIGHS 500 LBS. OR MORE – The Consignor will perform the loading and the Consignee will perform the unloading. On request of Consignor or Consignee, the truck driver will assist the Consignor or the Consignee in loading or unloading. 4. EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEEDS 4 FEET IN EACH OF ITS GREATEST AND INTERMEDIATE DIMENSIONS - The Consignor will perform the loading and the Consignee will perform the unloading. On request of Consignor or Consignee, the truck driver will assist the Consignor or Consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph 2.b. of this item. **SECTION 9** **DELIVERY TO PRIVATE RESIDENCE** Before attempting delivery to a private residence, apartment, or condominium, the carrier must reach agreement with the Consignee regarding the date and time (approximate) of such delivery. This arrangement for delivery may be accomplished by oral or written arrangement between the carrier and the Consignee. In any case, some mutually agreed upon arrangements for delivery must be made before tender of delivery is initially attempted. (See Item 751) Note A: 1. Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. 2. If a parking space suitable for carrier to place its vehicle for loading or unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used. 3. When two or more shipments are placed by the Shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all of such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers. 4. When Shipper assigns two or more carriers to designated spaces in its shipping room or loading platform where outgoing freight will be placed by the Shipper for pickup by the designated carrier, and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space. 5. LOADING, by definition in this item, includes stowing and counting of the freight in or on the carrier's vehicle. 6. UNLOADING, by definition in this item, includes the counting and removing of the freight from the position in which it is transported in or on the carrier's vehicle. 7. When Freight exceeds 96 inches in length it will be subject to Extra Labor Fees as shown in Item 560. Continued **SECTION 10** **SPECIAL PROCEDURES DURING THE CORONAVIRUS EMERGENCY** "Social distancing" is deliberately increasing the physical space between people to avoid spreading illness. Staying at least six feet away from other people lessens your chances of catching COVID-19. In order to comply with Center for Disease Control and Prevention (CDC) policy guidelines regarding "Social Distancing" and to protect Shippers, Consignees, Employees and others from potential exposure to the coronavirus during the COVID-19 emergency, Carrier will not require signed delivery receipts. Instead, drivers will be logging the date and time of the delivery, the place of delivery, the name of the individual who received the shipment if available, and when possible, will also be taking a photograph of the delivered shipment which includes a date and time stamp as proof of delivery. It is the intention of this Item that the best available evidence of delivery will be secured, consistent with safe practices during the COVID-19 emergency. These procedures will also apply to Item 535.
750-55	**PICKUP OR DELIVERY SERVICE – OTHER THAN NORMAL BUSINESS HOURS** **BEFORE 8 A.M. AND AFTER 5 P.M. – MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS** 1. Applies on all shipments picked up from or delivered to the facilities of Fleming Food, aka Fleming Co., or McLane Co. located in the states of MN or WI.

2. When Consignor or Consignee requests carrier to pick up or deliver freight before 8 a.m. and/or after 5 p.m., Monday thru Friday, excluding holidays, such service will be subject to a charge, which shall be in addition to all other lawfully applicable charges, as follows:
   CHARGE PER MAN HOUR, OR FRACTION THEREOF…… $*112.00*
   MINIMUM CHARGE PER MAN PER DAY…… $*400.00*
3. Time shall be computed upon notification by the driver to the responsible representative of the Consignor or Consignee, that the vehicle or vehicles are available for loading or unloading at premises of Consignor or Consignee, and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery.
4. Consignor or Consignee may request carrier to place or pick up empty trailer(s) (vehicles without power units) before 8 a.m. and after 5 p. m., Monday thru Friday, excluding holidays, even though the actual pickup and/or delivery of freight may occur at a time other than before 8 a.m. and after 5 p. m., Monday thru Friday, excluding holidays. The charge for this service will be as follows:
   CHARGE PER MAN PER DAY, OR FRACTION THEREOF…… $*157.50*
5. Carrier is not obligated to furnish pickup or delivery service before 8 a.m. and after 5 p. m., Monday thru Friday.
6. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

750-75 **PICKUP AND DELIVERY SERVICE – MALL OF AMERICA, BLOOMINGTON, MN** **Revised March 30, 2026**

Shipments picked up at or delivered to the Mall of America, Bloomington, MN, (**Zip code 55425**) will be subject to an additional pickup or delivery charge, which shall be in addition to all other applicable charges, as follows:

CHARGE PER 100 POUNDS…… $ *12.35*
MINIMUM CHARGE PER SHIPMENT…… $ *57.70*

750-80 PICKUP AND DELIVERY SERVICE – GROCERY WAREHOUSES Revised: March 30, 2026

Customers will be assessed a Grocery Consolidation Service (GROC) charge for any qualifying shipment delivering to a grocery distribution center or similar consignee facility. This service is subject to a charge of $4.50 per 100 pounds, subject to a minimum charge of $90.00 per shipment and a maximum of $850.00 per shipment.

If the Customer elects to opt into this service, the charges for the consolidated grocery service shall be specified in their Pricing Agreement and shall apply in lieu of individual charges for Appointment, After-Hours Delivery, Detention, Storage, Lumper Processing, Sort and Segregate services, or Lumper charges.

This fee is in lieu of the following delivery accessorial charges, which will be waived when the GROC fee is applied, subject to the limitations listed below:

Service	Service Description	Limitations
Appointment (APT, Item #647)	Schedule an appointment or establish a date and/or specific time for delivery.	No limitations
After Hours Delivery Delivery Charge (ADHL, Item #750-55)	Delivery outside of standard delivery hours.	Excludes deliveries on weekends and/or holiday service applies at delivery terminals' discretion.
Detention Without Power (DEW, Item #501)	Carrier's vehicle is delayed or detained on the premises of consignee.	No limitations
Lumper Charges (ULFEE1, ULFEE2, Item 577)	Charges for the labor of third-party workers who load and unload freight at distribution centers and warehouses	
Storage (STG, Item # 910)	Storage of undelivered freight at destination terminal.	No limitations

Detention With Power (DVD, Item #500)	Delay of driver while delivering past the allowed free time	No limitations
Lumper Service Processing Fee (ULFEE, Item #576)	When carrier is required to utilize a third party service ("Lumper") to unload a carrier's vehicle.	No limitations
Palletizing, Sorting or Segregating (SRT, Item #886)	When carrier is required to assemble, pack, unpack, dismantle, inspect, palletize, sort, or segregate freight.	No limitations

Service exclusions that are not eligible for Pickup and Delivery Service – Grocery Warehouses include:

- Trade Show or exhibition location pickup or delivery
- Shipments originating in the United States or Canada and delivering to Mexico,
- Shipments originating in the United States and delivering to Canada.
- Shipments destined to points in Alaska, Hawaii, or Puerto Rico.
- Non-Direct service Points

General provisions include that the GROC fee is in addition to all standard linehaul and application assessorial charges not listed above. If a shipment does not meet the criteria for the GROC service, standard accessorial rates will apply as published in this tariff or application pricing agreement.

Continued

Grocery Warehouse Volume

If customer selects this accessorial (VTLGRO) on a spot quote, the customer would not need to reference any LTL pricing agreements the customer may have.

Charges:
$4.50 per 100 pounds, subject to a minimum charge of $150.00 per shipment and a maximum of $600.00 per shipment.

Note: Accessorial must be selected on each volume quote at the time of the request to apply. Accessorial will not be applied once a shipment has been picked up and/or delivered.

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PICKUP AND DELIVERY SERVICE – PRIVATE RESIDENCES

DELIVERY SERVICE AT PRIVATE RESIDENCES

SECTION 1 – GENERAL APPLICATION

1. The provisions of this item apply only when the Consignee of a shipment is located at a private residence, including condominiums and apartments, hereinafter referred to collectively as "Residential".
2. The term 'PRIVATE RESIDENCE" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.

SECTION 2 – BILL OF LADING

On shipments requiring residential delivery, Shipper shall so state on Shipping Order or Bill of Lading and should also state the name, telephone number and full address of the party to contact to arrange for delivery. On interline shipment, each participating carrier should provide this information to each succeeding carrier. Omission by the Shipper to include the information noted above, or the Shipper's omission of marking the Bill of Lading that residential delivery is required, will not relieve the Shipper and/or Consignee from the responsibility of paying the residential delivery service charges as outlined in this item.

SECTION 3 – ARRIVAL NOTICE

Before tender of delivery is initially attempted, carrier will provide Consignee with notice of arrival by telephone (including text message), US mail or facsimile, and reach a mutual agreement for delivery as provided in Paragraph 4.

SECTION 4 – ARRANGEMENTS FOR DELIVERY

The carrier's arrival notice shall ask Consignee for a satisfactory delivery date and shall advise the Consignee of the following:

1. That shipment is immediately available for pickup at carrier's terminal if desired.
2. The carrier's next delivery schedule for the delivery area involved, and the delivery requirements of the shipment, including:
   a. The shipment weight, its packaging and freight payment requirements.
   b. Extra charges applicable under Section 5, including extra charges applicable when the Consignee requests delivery at positions not immediately adjacent to vehicle per Item 566 (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE)
   c. Any such information that might assist advanced planning on the part of Consignee and facilitates delivery.
3. If any piece or package of a shipment is equal to or greater than 50 pounds, a hydraulic tailgate lift will be required and charges will be assessed per Item 567 (HYDRAULIC TAILGATE LIFT SERVICE).

SECTION 5 – CHARGES

Shipments consigned to residential locations as defined in Section 1, will be subject to the following additional charges:

1. Shipments picked up by the Consignee at the carrier's terminal as provided in Section 4, Paragraph "a", will be assessed a CHARGE PER SHIPMENT of…….. $ *20.30*

Shipments tendered for delivery by the carrier to a residential location in accordance with Section 4,

Paragraph "b", will be assessed a CHARGE PER SHIPMENT:……$ *8.50/cwt*
Minimum charge per shipment $ *75.00*
Maximum charge per shipment $ *550.00*

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SECTION 6 – RENOTIFICATION & REDELIVERY

When the carrier complies with the provisions of Sections 3 and 4 herein and, through the fault of the Consignee is unable to tender delivery as scheduled, the following additional charges will be assessed: (See Note A)

1. RENOTIFICATION CHARGE PER SHIPMENT…….. $ *20.35*
2. The applicable charges for UNDELIVERED FREIGHT, per Item 345 (ARRIVAL NOTICE AND UNDELIVERED FREIGHT); plus
3. The applicable charges for REDELIVERY, per Item 830 (REDELIVERY).

SECTION 7 – PAYMENT OF EXTRA CHARGES

Charges for services as provided in Section 5 of this item will be collected from the Consignee on COLLECT shipments; and from the Consignor when freight charges are PREPAID. Charges on shipments moving on Government Bills of Lading will, in all cases, be collected from the U.S. Government.

SECTION 8 – UNATTENDED DELIVERY

WAIVER OF DELIVERY RECEIPT FOR RESIDENTIAL DELIVERIES

On all residential deliveries, unless otherwise agreed, the shipment will be delivered and unloaded by the carrier and left unattended at the place designated. In such cases, where deliveries are made without regard to whether Consignee is present at time of delivery ("Unattended Delivery"), the carrier's delivery manifest or similar document showing delivery to Consignor or owner's desired location shall constitute conclusive proof of proper delivery. Consignor or owner agrees that it is solely responsible for the shipment left at the delivery address and that carrier shall not be held responsible for damage or theft arising from the goods being left unattended. Consignor or owner agrees that carrier's

delivery manifest or similar document showing delivery to Consignor or owner's desired location shall constitute conclusive proof of proper delivery. Consignor or owner agrees to indemnify and hold carrier harmless from all claims for liability and expenses related to Unattended Delivery, including any attorney's fees or other litigation costs arising by reason of loss or damage to any Unattended Delivery shipment handled by carrier.

SECTION 9 – WAIVER OF SIGNATURE AT DELIVERY

On any delivery of any kind where consignee or the person receiving the freight at destination refuses to sign the delivery receipt or electronic delivery receipt, consignee waives any duty or requirement on the part of the carrier to collect such signature and any potential liability on the part of the carrier arising from the lack of such signature. In such cases, consignee or the person receiving freight at the destination, shall be requested to provide their driver's license, for the purpose of image capture, and full legal name to carrier. The failure to collect a full legal name or image of the driver's license shall not affect carrier's liability. In such cases, where consignee or its agent at destination refuses to provide signature at delivery (Signature Refusal), consignor, consignee, and any beneficial owner agree that carrier's delivery receipt without a signature, showing delivery to Consignee or its agent at destination shall be conclusive proof of delivery without damage, shortage, loss, or delay. Consignor or beneficial owner agrees that carrier shall not be held responsible for damage or shortage not recorded on the delivery receipt by Consignee or its agent at the time of delivery. Consignee or beneficial owner agrees to indemnify and hold carrier harmless from all claims for liability and expenses related to Signature Refusal, including any attorney's fees or other litigation costs arising by reason of loss or damage to any Signature Refusal shipment handled by carrier.

751-05 **PICKUP AND DELIVERY SERVICE PRIVATE RESIDENCES – RESIDENTIAL DELIVERY APPOINTMENT FEE**

If Consignee and/or payer of freight charges have not agreed to "Unattended Delivery" as described in Item 751, Section 8, the payer of the freight charges shall be charged a Residential Delivery Appointment fee of $*25.00* per shipment.
Note: Shipments containing hazardous materials require a residential signature**.**

751-10 **PICKUP AND DELIVERY SERVICE – LIMITED ACCESS LOCATIONS**

SECTION 1
GENERAL APPLICATION

1. The provisions of this item apply only when the Consignor or Consignee of a shipment is located at a Limited Access Location as described herein.
2. The term 'LIMITED ACCESS LOCATION' shall apply to the entire premises on which such a site is located, and shall include, but not be limited to, the following:

Airport Property	Firehouses/Police Dept.	Natural Gas or Oil Fields (Note B)
Amusement Parks/Carnivals	Flea Markets	Nursing Homes
Auctions	Funeral Homes	Other non-commercial sites
Camps (other than Military)	Gas Stations	Parks
Campground/RV Park	Government Facilities	Power Plants/Utility Sites
Car Washes	Hospitals/Medical & Dental Clinics	Railroad Yards
Casinos	Hotels/Resorts	Restaurants/Bars/Night Clubs
Cemeteries/Places of Worship	Libraries	Rural/Residential Areas
Construction Sites (Note A)	Military Bases	Secured Locations (Note C)
Country Clubs/Golf Courses	Mines/Quarries	Shopping Malls
Courthouses	Movie Theaters/Museums	Solar Farms
Dams	National Reservations	Storage Units
Educational Institutions		Wastewater Treatment Plants
Farms/Estates		Wind Farms

Note A: A CONSTRUCTION SITE will include areas where building excavating, erecting, construction and road building is carried on. The charges applicable for this service shall be assessed against the party responsible for payment of the freight charges.

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

Note C: The term "SECURED" shall apply to, but not be limited to the following:

i. Any location where security checks are required prior to, during or after pickup or delivery, of personnel, equipment and/ or cargo.
ii. Any location where electronic scanning of equipment is required.
iii. Any facility, which is subject to the Transportation Security Administration (TSA) where aircraft take off/land.
iv. Sites in which vehicle access is restricted by a gate.

Note D: Any unattended pickup/delivery at a storage unit will result in no carrier liability; cargo claims will be refused.

SECTION 2 – BILL OF LADING

On shipments requiring pick up or delivery at such sites the Shipper/Consignor shall so state on Shipping Order or Bill of Lading and should also state the name, telephone number and full address of the party to contact to arrange for delivery. On interline shipments, each participating carrier should provide this information to each succeeding carrier. Omission by the Shipper/Consignor to include the information noted above, or the Shipper's/Consignor's omission of marking the Bill of Lading that limited Access pick up or delivery is required, will not relieve the Shipper, Consignor, and/or Consignee from the responsibility of paying the charges as outlined in this item.

SECTION 3 – ARRIVAL NOTICE

Before tender of delivery is initially attempted, carrier will provide Consignee with notice of arrival by telephone, US mail or facsimile, and reach a mutual agreement for delivery as provided in Paragraph 4.

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	SECTION 4 – ARRANGEMENTS FOR DELIVERY The carrier's arrival notice shall ask Consignee for a satisfactory delivery date and shall advise the Consignee of the following: 1. That shipment is immediately available for pickup at carrier's terminal if desired. 2. The carrier's next delivery schedule for the delivery area involved, and the delivery requirements of the shipment, including: a. The shipment weight, its packaging and freight payment requirements. b. Extra charges applicable under Section 5, including extra charges applicable when the Consignee requests delivery at positions not immediately adjacent to vehicle per Item 566 (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE). c. Any such information that might assist advanced planning on the part of Consignee and facilitates delivery. **SECTION 5 – CHARGES** 1. Shipments picked up by the Consignee at the Carrier's terminal, will be assessed a CHARGE PER SHIPMENT …… $ *20.30* Shipments consigned to Limited Access locations as defined in Section 1, will be subject to the following additional charges: 2. Shipments tendered for pick up or delivery by the carrier to a Limited Access location will be assessed a CHARGE PER SHIPMENT …… $ *85.00* 3. Shipments of Secured locations as defined in Note C, will be assessed a charge for such service of: CHARGE PER 100 POUNDS…… *$ 6.12* MINIMUM CHARGE PER VEHICLE…… $ *150.00* MAXIMUM CHARGE PER VEHICLE…… $ *500.00* Sealing of trailer after security check at a location other than the point of delivery will be assessed a charge PER VEHICLE …… $ *367.50* Sealing of trailer at Carrier's terminal prior to delivery will be assessed a charge PER VEHICLE $ *126.00* The additional charges must be guaranteed by the payer of the freight charges prior to any attempt to pick up or deliver. **SECTION 6 – RENOTIFICATION & REDELIVERY** When the Carrier complies with the provisions of Sections 3 and 4 herein and, through the fault of the Consignee, is unable to tender delivery as scheduled, the following additional charges will be assessed: a. RENOTIFICATION CHARGE PER SHIPMENT…… $ *20.35*; plus b. The applicable charge for UNDELIVERED FREIGHT, per Item 345 (ARRIVAL NOTICE AND UNDELIVERED FREIGHT); plus c. The applicable charge for REDELIVERY, per Item 830 (REDELIVERY). **SECTION 7** **PAYMENT OF EXTRA CHARGES** Except as otherwise provided herein, charges for services as provided in Section 5 of this item will be collected from the Consignee on COLLECT shipments; and from the Consignor when freight charges are PREPAID. Shipments delivered to AMUSEMENT PARKS, CHAUTAUQUAS, EXHIBITIONS, EXPOSITIONS, FAIRS, TRADE SHOWS or TRAVELING SHOWS, must be PREPAID. Charges on shipments moving on Government Bills of Lading will, in all cases, be collected from the U.S. Government.
752	**PICKUP FROM A CARRIER'S DOCK** When requested by customer, Estes Express Lines will pick up freight from any carrier(s) dock to complete linehaul and/or delivery of freight previously tendered to said carrier. Customer must provide Estes Express Lines with a Bill of Lading to pick up freight from other carrier's facility. Bill of Lading must clearly identify freight and address of facility where freight is located. The charge for this service will apply in addition to all other applicable linehaul and accessorial charges. This charge is still applicable in the event that Estes Express Lines is refused access or chooses to decline the freight, at the carrier's facility. These charges do not apply to freight received from advance carriers **CHARGE PER SHIPMENT…… $** *42.75*

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PICK UP AND DELIVERY SERVICE – AFTER BUSINESS HOURS, SATURDAYS, SUNDAYS OR HOLIDAYS

1. When Consignor or Consignee requests Carrier pickup, deliver, interchange or transfer shipments between carriers or clearance through customs before 8 a.m. and/or after 5 p.m., Monday thru Friday, or on Saturdays, Sundays or Holidays, such service may be tendered, subject to a charge which shall be in addition to all other lawfully applicable charges as follows:
   CHARGE PER MAN, PER HOUR, OR FRACTION THEREOF…… $*100.00*
   MINIMUM CHARGE PER MAN PER DAY MONDAY – FRIDAY …….. $*400.00*
   MINIMUM CHARGE PER MAN PER DAY WEEKENDS AND HOLIDAYS……. $*690.00*
2. Time shall be computed upon notification by the driver to the responsible representative of the Consignor or Consignee that the vehicle or vehicles are available for loading or unloading at premises of Consignor or Consignee, and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery.
3. Consignor or Consignee may request carrier to place or pick up an empty trailer(s) (vehicles without power units) before 8 a.m. and after 5 p.m., Monday thru Friday, or on Saturday, Sundays or Holidays, even though the actual pickup and/ or delivery of freight may occur at a time other than before 8 a.m. and after 5 p.m., Monday thru Friday, or on Saturday, Sunday or Holiday. The charge for this service will be as provided in Item 1 above.
4. Carrier is not obligated to furnish pickup or delivery service before 8 a.m. or after 5 p.m., Monday thru Friday, or on Saturdays, Sundays or Holidays.
5. Charges will be invoiced to the payer of the freight charges.
6. The term "HOLIDAY" means: Christmas Day, Independence Day, Labor Day, New Year's Day, Thanksgiving Day, or any day generally observed as a holiday by the Carrier at the point where the service is performed.
   When the holiday falls on Saturday, the preceding Friday will be considered as a holiday.
   When the holiday falls on Sunday, the following Monday will be considered as a holiday.
   If a delivery date is specified on the Bill of Lading or Shipping Order and it is a Sunday or Holiday, such document must also indicate that the date is in fact a Sunday or a Holiday.

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PICKUP AND DELIVERY – PORT

1. Rates and charges do not include tollage, wharfage, usage, loading or unloading charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses. Such charges will accrue and are due from Consignor/Consignee or Payer of the freight charges.
2. Pickup or delivery service for any shipment at US coastal ports or for international shipments at docks, piers, ports will be subject to an additional charge of $*11.50* per cwt subject to a minimum charge of $*60.00* and a maximum charge of $*1,090.00*, per shipment. Charges do not apply to shipments transported in ocean containers with running gear.
3. Import/Export shipments requiring Carrier to secure documentation prior to the pickup or delivery of the freight will be subject to an additional charge of $*164.00* per shipment.
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4. When Carrier has been requested to pick up an LTL shipment at a port location and has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the Carrier, pickup cannot be completed or shipment is not available for pickup, a charge of $*155.00* will be assessed against the party requesting the pickup.

5. When it becomes necessary for Carrier, at its sole option, to obtain a chassis for the movement of a water or rail container at a location site other than at the place where the container is located, the charge of $*250.00* for each chassis obtained will apply in addition to all other applicable charges incidental to the movement of containers.

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PRECEDENCE (PRIORITY) OF RATES, RULES, ETC.

PART I – PRECEDENCE (PRIORITY) OF RATES, RULES OR DISCOUNT PROGRAMS

1. To the extent conflicting rates, discounts, or allowances are legally in effect which could apply to the same shipment, an INBOUND COLLECT discount to a point, or to a specifically named Consignee, supersedes and takes precedence over an OUTBOUND COLLECT discount from a point, or from a specifically named Consignor.
2. To the extent that a rate or discount is in effect from a specifically named Shipper or point, either on a PREPAID or COLLECT basis, or to a specifically named Consignee or point on a freight charges "COLLECT" basis, said discount shall take precedence over and apply in lieu of a general rate or discount which does not name either a specific Shipper or origin, or a specific Consignee or destination.
3. The discount in effect for the payer of the freight charges (including shipments subject to third party billing) shall take precedence over and apply in lieu of any other discount that may be applicable to any single shipment.
4. When an LTL commodity or per unit pricing has been negotiated and established for a customer, such negotiated pricing will take precedence over, and will not alternate with, any other form of LTL pricing, including the use of class rates subject to a negotiated discount.
   CONTINUED

	PART II – PRECEDENCE (PRIORITY) OF RATES, RULES OR OTHER PROVISIONS OF INDIVIDUAL CARRIER'S TARIFFS Rates, Charges, Rules or other provisions published in this tariff, or in tariffs governed by this tariff, do not apply to the extent Rates, Charges, Rules or other provisions are specifically published in Carrier's individual tariffs.
769	**PREPAYMENT OR GUARANTEE OF CHARGES** Except as provided, shipments will be accepted subject to the following provisions: 1. A PREPAID shipment is one on which the charges for transportation service rendered at the request of the Consignor, including charges for any accessorial services performed at the request of the Consignor, are to be paid by the Shipper. 2. A COLLECT shipment is one on which the charges for transportation service, including accessorial services rendered at the request of the Consignee, or requested by the Consignor for the Consignee, are to be paid for by the Consignee. 3. A shipment on which charges are to be paid by a party other than the Consignor or Consignee will be accepted provided that the Consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges, if the third party fails to do so within the time allowed under the credit regulations of a Federal or state regulator commission. Such a shipment will not be accepted if the Consignor executes Section 7 of the Bill of Lading. 4. If, in the judgment of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be PREPAID. 5. If a shipment is required by Section 4 hereof, or by any provisions of the Classification (NMF 100 Series) to be PREPAID, it will be accepted on a COLLECT basis if the Consignor has established credit with the carrier picking up the shipment at origin and the Consignor guarantees to pay the charges if the Consignee fails to do so within the time allowed under the credit regulation of a Federal or state regulatory commission. Such a shipment will not be accepted as a COLLECT shipment if the Consignor executes Section 7 of the Bill of Lading.
770	**PREPAYMENT OR COLLECTION - SHIPMENTS EXPORTED TO OR IMPORTED FROM PUERTO RICO** 1. All freight charges on shipments received at the Ports listed in Note A, for subsequent forwarding <u>to</u> Puerto Rico must be PREPAID, except as provided in Paragraph 2. 2. Shipments received at the Ports listed in Note A, for subsequent forwarding to Puerto Rico may be handled "Freight Charges COLLECT": a. The Bills of Lading and Shipping Orders show in the body thereof, the name and address of the Broker, Agent or party from whom the charges are to be collected, providing such Broker, Agent or party is located in the United States; or b. Such charges are guaranteed by the Shipper and so noted on the Bill of Lading. 3. All freight charges on shipments received at the Ports listed in Note A <u>from</u> Puerto Rico, which are destined to points in AL, AR, FL, GA, KY, MS, NC, SC, TN, VA and WV must move COLLECT, except as provided in Paragraph 4. CONTINUED 4. Shipments received at the Ports listed in Note A, destined to points in AL, AR, FL, GA, KY, LA, MS, NC, SC, TN, VA and WV may be handled "PREPAID": a. When the Bills of Lading and Shipping Orders show in the body thereof, the name and address of the Broker, Agent or party from whom the charges are to be collected; providing such Broker, Agent or party is located in the United States. Note A: The Ports referred to are as follows: Baltimore, MD — Elizabeth, NJ-Port Authority — Jacksonville, FL Charleston, SC — Marine Terminal, NJ — Port Newark, NJ
770-10	**PREPAYMENT OR COLLECTION OF FREIGHT CHARGES ON EXPORT SHIPMENTS** 1. Except to the extent shown in Paragraph 2, all freight charges on shipments for EXPORT must be PREPAID; Section 2 of Item 769 (PREPAYMENT OR GUARANTEE OF CHARGES) shall apply. 2. Shipments for EXPORT may be handled "Freight Charges Collect" when charges are guaranteed by the Shipper or when the Bills of Lading and Shipping Orders show in the body thereof, the name and address of the Broker, Agent or party from whom the charges are to be collected, provided such Broker, Agent or party is located in the United States.
770-20	**PREPAYMENT OR COLLECTION ON PARTIAL BASIS** Except as otherwise provided in tariffs making reference to this tariff, no shipment will be accepted upon a partially PREPAID or partially COLLECT basis.

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PROTECTION FROM FREEZING SERVICE

On shipments moving between points in the US for which protective service is required against cold (freezing), the following provisions will apply:

1. Protective Service will be offered from November 1 through March 31. Service period may be extended dependent upon weather conditions. **(See Note A)**
2. Commodities which require protection from cold because of their perishable nature, may be provided such protection at the rates and charges contained in pricing agreements or customer contracts governed by this publication, subject to the availability of suitable equipment and Carrier's agreement to provide such services and provided the Shipper states on the Bill of Lading and on the packages that protective service is required. Carrier will not be liable for loss or damage when the Shipper fails to place the protective service notation on the Bill of Lading or when Carrier did not agree to provide such services.
3. The following services will not be performed for shipments requiring protection from freezing:
    a. Appointment Delivery
    b. Order Notify
    c. COD
    d. In Bond
4. Charges for protection from freezing will be *$ 4.00 cwt*, subject to a minimum charge of *$ 48.00*, in addition to the otherwise applicable rates and charges.
5. Protection from freezing service will only be provided when:
    a. Suitable equipment is available.
    b. The outside temperature is above 10 degrees Fahrenheit for shipments moving in all direct lanes.
        (i) When the outside temperature falls below 20 degrees, we will not pick up freight after Thursday if it cannot be delivered the following day.
        (ii) When it is known that temperatures will remain below 10 degrees for an extended period of time, freight known to freeze will be refused.
    c. Shipper endorses the Bill of Lading "protect from freezing", or words with a similar meaning as well as indicating the temperature at which the product is subject to freezing.
    d. The freight is clearly labeled indicating the need for protection from freezing as well as the temperature at which the product is subject to freezing.
    e. The commodities being shipped have a freezing point of 32 degrees or less.
6. Protection from freezing service may be withdrawn at Carrier's discretion.
7. Carrier will have no liability for shipments which may be damaged due to freezing, that are not deliverable upon arrival at the destination terminal, or for which delivery is refused by Consignee.
8. Shipments requiring protection from freezing are not subject to Carrier's standard published transit times.
9. Carrier will not be liable for loss or damage when the payer is not subject to the provisions published herein.

NOTE A: Freezable goods that move from Florida/Georgia into Maryland, Pennsylvania, New York, Connecticut, Illinois, Indiana, Ohio and Michigan in winter months are included in this rule.

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PROTECTIVE SERVICE BETWEEN US AND CANADA

On shipments moving between points in the US and Canada for which protective service is required against cold (freezing), the following provisions will apply:

1. The Carrier will not be obligated to provide such protective service:
    a. Unless specific arrangements are made in advance of shipment and the request is endorsed on the Bill of Lading by the Consignor with the words "Protect From Freezing", as well as indicating the temperature requirements necessary to protect the commodity being shipped.
    b. When materials require protection above temperature of 32 degrees Fahrenheit (0 degrees Celsius). Materials which congeal, solidify or freeze above 32 degrees Fahrenheit (0 degrees Celsius) shall be transported at owner's risk of freezing after Carrier has provided normal heated service. The provisions of this paragraph will apply whether the shipment is knowingly or inadvertently accepted by the Carrier.
2. The protective service provided for in this item shall only apply within the "Heat Season", as follows:
    a. For shipments originating and destined to points South of the 46th Parallel:
    "Heat Season" shall commence October 15th of each year and continue until April 15th of the following year.
    b. For shipments originating and destined to points on or North of the 46th Parallel:
    "Heat Season" shall commence September 15th of each year and continue until May 15th of the following year. The Carrier shall not be obligated to provide heated service apart from the "Heat Seasons".
3. During periods of prolonged extreme temperature conditions, (less than 5 degrees Fahrenheit or minus 20 degrees Celsius) shipments will not be accepted until conditions exceeding these temperatures prevail.

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	4. Shipments moving subject to this item will only be accepted on Monday, Tuesday or Wednesday, provided none of these days fall on a holiday or precede a holiday (See Item 754 PICKUP OR DELIVERY SERVICE – SUNDAYS OR HOLIDAYS). 5. Shipments of Latex will not be accepted. 6. This item will not presume nor require that the Carrier perform protective service against Heat (Refrigerated Service). 7. When the Bill of Lading is endorsed in accordance with Paragraph "1", and the Carrier provides the services described in this item, an additional charge will be assessed which will be in addition to all other applicable charges as follows: (See Note A) CHARGE PER SHIPMENT…… $ *3.50*/cwt MINIMUM CHARGE PER SHIPMENT…… $*45.00* --- Note A – Shipments requiring Protective Service may be subject to additional charges than those stated in this Item, provided that the charges are negotiated prior to the movement.
815	**RATES AND CHARGES – CURRENCY** Except as otherwise specifically provided, rates and charges contained in tariffs making reference hereto (or herein) are stated in currency of the United States, with the exception of shipments taking place entirely in Canada, which may be charged in Canadian funds. If requested, a Canadian Customer's bill will be converted to Canadian dollars at the exchange rate on the date of pickup. For purposes of determining the rate of exchange for shipments between the United States and Canada, the Carrier will utilize a market currency exchange rate from a public source that is updated daily. Should the date of pickup fall on a Saturday, Sunday or a Canadian or United States legal holiday, the quotation on the next business day will govern.
830	**REDELIVERY** When a shipment is tendered for delivery and through no fault of the Carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions: 1. If one or more additional tenders, or final delivery of the shipment, are made at Consignee's place, a charge will be assessed for such service, as follows: CHARGE PER 100 POUNDS…… $ *10.00* MINIMUM CHARGE PER SHIPMENT…… $ *85.00* MINIMUM CHARGE PER ORDER NOTIFY SHIPMENT…… $ *74.20* MAXIMUM CHARGE PER SHIPMENT (See Note A)…… $ *900.00* 2. If, in lieu of final delivery at Consignee's place, Consignee elects to accept delivery of the shipment at Carrier's premises, the following charge will be assessed: CHARGE PER SHIPMENT …… $ *20.00* FLAT FEE 3. All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the Carrier, by the party or parties requesting redelivery before the shipment is redelivered. 4. When at points in Mexico, an additional charge for redelivery will be assessed, as follows: CHARGE PER 100 POUNDS…… $ *10.50* Note A: The Maximum Charge Per Shipment also applies Per Vehicle if more than one vehicle is used to transport the shipment.
845	**REFERENCE TO TARIFFS, CLASSIFICATIONS OR PORTIONS THEREOF** Where reference is made to tariffs, classifications or portions thereof, such reference will include amendments to or successive issues of such tariffs, classifications or portions thereof.
846	**REISSUED MATTER, METHOD OF DENOTING IN SUPPLEMENTS** Matter brought forward without change, from a supplement being canceled into another supplement, will be designated as reissued by the existence of a number enclosed within brackets, i.e. [ ]. The number represents the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective.
848	**REPORTING CHARGE – ALCOHOLIC BEVERAGES** Each shipment containing alcoholic beverages, originating at or destined to, or transported through points in any state in which the common carrier is required to report such shipments to the state or other Governmental Agency by a report or statement showing the date, point of

origin point of delivery, size or quantity, and to whom delivered or similar information, will be subject to a Reporting Charge, which shall be in addition to all other applicable charges, as follows:

REPORTING CHARGE PER SHIPMENT, PER STATE……$ *15.75* EXCEPT
REPORTING CHARGE FOR NJ …….. $ *36.00***

States requiring reports are: AL, CA*, FL, GA, IL, KY, LA, NJ**, OK, TX, VA, WV
*CA only applies to Inbound shipments to CA, inclusive of Intrastate CA Shipments
** NJ requirements include a trip permit, which is only valid for 24 hours from purchase for shipments into NJ or originating in NJ and having destinations outside the state.

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RECONSIGNMENT OR DIVERSION

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

SECTION 1 - DEFINITION OF RECONSIGNMENT OR DIVERSION

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

1. A change in the name of the Consignor or Consignee.
2. A change in the place of delivery within original destination point.
3. A change in the destination point.
4. Relinquishment of shipment at point of origin (Note C).
5. Instructions received by the originating carrier prior to receipt of shipment (Note D).

SECTION 2 - CONDITIONS

1. Request for Reconsignment must be made in writing or confirmed in writing. The Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to reship, return or reconsign a shipment.
2. Carrier will make diligent effort to execute a request for Reconsignment, but will not be responsible if such service is not accomplished.
3. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
4. Only entire shipments, not portions of shipments, may be reconsigned.
5. An order for reconsignment of a shipment moving under Uniform Order Bills of Lading will not be considered valid, unless and until, the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
6. Instructions for reconsignment of COD shipments will be accepted only from the Consignor.
7. Marking or Tagging (Note E).

CONTINUED

SECTION 3 - CHARGES

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

IF RECONSIGNMENT RESULTS IN A CHANGE:			
AND RECONSIGNMENT OCCURS:	In The Name Of the Consignor Or Consignee With No Change In Place Of Delivery (See Note F)	In The Place Of Delivery Within The Original Destination Point (See Notes A and F)	In Destination Point (See Note B)

Prior to Tender of Delivery	$*65.00* per shipment	$*65.00* per shipment	The Charges will be: Published tariff rates to and from Reconsignment Points, but not less than the published rate from the original point of origin to ultimate destination.
After Tender of Delivery	$*58.00* per shipment	$9.00 per 100 pounds, subject to a Minimum Charge of $80.00	Published tariff rates to and from Reconsignment Points, but not less than the published rate from the original point of origin to ultimate destination.

Note A: Includes points and places within the Terminal Areas (Item 940) which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line-haul rate as the original billed destination points.

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

Note C: Where a request is made by Shipper before a shipment has left Carrier's terminal at point of origin (including points and places within the Terminal Area (Item 940) for:

i. Return of a shipment to the original place of shipment; or
ii. Delivery thereof to another carrier at point of origin; or
iii. Relinquish possession thereof to Shipper or to another carrier at Carrier's terminal:

Such service, if performed, will be subject to the published tariff rate from original place of shipment to point at which Carrier's terminal is located, subject to the following charges:

MAXIMUM CHARGE PER SHIPMENT; or MAXIMUM CHARGE PER VEHICLE if more than one vehicle is used to transport the shipment…….. $*798.35*

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

CHARGE PER SHIPMENT …… $ *44.75*

Note E: Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC Item 580, or when carrier is specifically requested to do so by the Consignor or Consignee, will be marked or tagged by the carrier at a charge of

PER PACKAGE OR PER PIECE…… $ *2.80*

Note F: All shipments for EXPORT, not directly consigned at origin to an export pier, dock, pier, terminal, transit

8. shed or wharf, will be subject to the charges provided in this item. The provisions of SECTION 2 of this item will not apply

860

RETURN OF EMPTY SHIPPING CONTAINERS

(Applies only when specific reference is made hereto).

1. The charges or rates making reference to this item are applicable only when the commodities named are transported in or on shipping containers for lift trucks which are furnished and owned by the Shipper or Consignee.
2. The rates named herein are applicable only when:
   a. The shipment is loaded on the trailer by the Consignor and unloaded by the Consignee.
   b. The transportation is performed by the Carrier in or on one load-carrying unit (trailer).
3. The provisions of Item 390 (OVERFLOW) and Item 900 (STOPPING IN TRANSIT) will not apply.
4. a. The rates named herein include the return of empty shipping containers for lift trucks (See Paragraph 7) to original point of origin (See Paragraph 4(d), provided such shipping containers for lift trucks are loaded on a vehicle on an inbound movement from the original origin at the same dock when delivery is made. Rates named will also apply when empty shipping containers are loaded on a vehicle utilized on the inbound

movement from the original origin at another dock or location within the confines of the same plant where delivery is made, provided the additional movement(s) is (are) performed. A charge shall be assessed, as follows:

FOR EACH MOVEMENT OF THE TRAILER……$ *51.80*

At the Consignee's request the Carrier may spot the inbound trailer and immediately pick up a previously loaded trailer of empty shipping containers for lift trucks and return to the original point of origin (See Paragraph 6).

b. Shipper must certify the following on the Bill of Lading when the shipment is tendered to the Carrier:
"The commodities described are to be transported under charges which include the return of the empty shipping containers to original place of shipment. _____
(Signature of Shipper)"

c. The return of empty shipping containers must be returned in reverse direction (to original place of origin) in a trailer utilized on inbound movement via the same Carrier. Bill of Lading must certify the following:
"The shipping containers described are being returned to the original place of shipment under charges assessed against the loaded movement. _____
(Signature of Shipper)"

d. ORIGIN is defined as the Shipper's plant site from which the trailer was originally loaded.

5. DETENTION PROVISIONS – FREE TIME EXCEPTIONS:
When the driver and tractor stay with the trailer:
45 minutes free time will be allowed for the loading of equipment after tender of trailer to Shipper for loading;
90 minutes free time will be allowed after tender of trailer to Consignee at destination to unload and to reload trailer with empty shipping containers for lift trucks; 55 minutes free time will be allowed after tender of trailer for the unloading of empty shipping containers for lift trucks at original point of origin.

6. Charges or rates apply whether or not Consignee chooses to return empty shipping containers.

7. Also applies on equipment of interior packaging forms, trays or devices when contained within the shipping containers which they are intended to equip.

880 **SECURITY DIVIDER SERVICE**

SECTION 1 - DEFINITION

When requested by the Customer and accepted by Carrier, Carrier shall provide a moveable partition which creates a barrier between Customer's shipment and any other co-loaded shipments from other Customers. A lock or seal may not be applied to the partition.

Carrier shall provide to Customer sufficient space on a trailer for the Customer to load the shipment. Customer is responsible to load and protect the shipment in a manner suitable for transportation.

CONTINUED

SECTION 2 - GENERAL PROVISIONS

1. Security Divider Service is only applicable when the consignor, consignee or payer of freight charges requests Security Divider Service in conjunction with a Spot Quote.
2. Shipper must denote on the Bill of Lading the Spot Quote number. Shipper must write "Sealed Divider Shipment" on the Bill of Lading.
3. Carrier's liability is subject to Item 350, Section 1(A).
4. Service is not available on shipments requiring pick up or delivery at points in:
   a. Canada
   b. Agent Locations
   c. Interline Locations
   d. Convention Centers or Exhibition Centers
5. Service will not apply on Property of Extraordinary Value or Prohibited or Restricted Articles as stated in Item 350, Section 2

SECTION 3 - CHARGES

1. The charge for Security Divider Service is $*250.00* and is in addition to the Spot Quote charge and all other accessorial charges.

886

SORTING AND SEGREGATING

(Exception to Section 5 of Item 750)

1. Subject to the provisions of Section 5 (RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER) of Item 750 (PICKUP OR DELIVERY SERVICE), Sorting or Segregating Service may be provided, as follows:
   a. When Carrier is requested to sort and segregate by marks, brands, sizes, flavors or other distinguishing characteristics, an additional charge shall be assessed when the Carrier provides such service.
   b. The charges in this Item will be assessed against the party requesting or requiring this service, and are in addition to all other applicable charges. If the party requesting the service is unable or unwilling to pay for this service, the charges will be assessed against the payer of the freight charges**.**
   c. No sorting or segregating charge will be assessed when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by the Carrier's employee.
   d. Charge for services provided will be as follows:
      CHARGE PER PACKAGE…… $ *1.00*
      or CHARGE PER 100 POUNDS, if greater…… $ *2.70*
      MINIMUM CHARGE PER SHIPMENT…… $ *90.00*
   e. Services provided for the account of Umbra, U S A, at Buffalo, NY will be subject to the following charge:
      CHARGE PER PIECE…… $ *.63*

890

SPECIAL SERVICES – SIGNATURE SECURITY SERVICE (SSS)

SECTION 1 - DEFINITION

A service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination. Each person responsible for the shipment whereon this service is requested will sign a written record or receipt while such shipment is in possession of the Carrier or his agent, and the Carrier or his agent will secure signature for such written record or receipt from Consignee or his agent.

SECTION 2 - ANNOTATION

1. Shipper or his agent must place and sign the following annotation on the Bill of Lading:
   "SIGNATURE SECURITY SERVICE REQUESTED."
   DATE_____ SIGNED_____ TITLE_____
1. In the event special circumstances require telephone notice to Consignor, Bill of Lading will be annotated: "CALL CONSIGNOR (COMMERCIAL AREA CODE AND TELEPHONE NUMBER) COLLECT AT ANY TIME OF DAY FROM EACH POINT WHERE SIGNATURE AND TALLY SERVICE ARE TO BE PROVIDED."

CONTINUED

SECTION 3 - FORM REQUIRED

DD Form 1907 (SIGNATURE AND TALLY RECORDS), or similar form provided by the Shipper, will be used to obtain the signature and tally record:

1. When Signature Security Service is requested by the Shipper and the signature and tally record is furnished, Carrier or his agent will require each person responsible for the shipment,(such as the terminal manager, pickup, delivery and road drivers, and dock foreman), to personally sign the signature and tally record, and will secure signature in the space provided on the form from the Consignee or his agent upon delivery.
2. The initial signature on the form should be the same as that of the Carrier's agent on the Bill of Lading.
3. In terminal areas, the vehicle containing the Signature Security Service shipment must be under the control of the last person signing the DD Form 1907, or any other form furnished by the Shipper.

SECTION 4 - BASIS OF CHARGES

In addition to all rates or charges in tariffs made subject to this tariff for transporting shipments on which Signature Security Service is provided at the Shipper's request, a charge for such service provided under this item will be assessed, as follows:

CHARGE PER 100 POUNDS…… $ *2.89*
MINIMUM CHARGE PER SHIPMENT…… $ *71.70*

	MAXIMUM CHARGE PER SHIPMENT (See Note A)…… $*200.35* Note A: The Maximum Charge Per Shipment also applies Per Vehicle if more than one vehicle is used to transport the shipment.
890-20	**SPECIAL SERVICES – QUOTATIONS OF ESTIMATED CHARGES** 1. When Carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applied to those facts concerning shipments which are made known to Carrier. 2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding on either Carrier or Shipper. 3. All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith.
890-30	**SPECIAL SERVICES – SHIPMENTS CONSIGNED TO UNITED STATES POST OFFICES** Shipments consigned to a US Post Office at a particular point, or tendered to a Carrier for delivery to a US Post Office at a particular point, for distribution via US Mail, will be accepted only on the following conditions: 1. All charges on shipments must be PREPAID. 2. The Post Office Stamp will be accepted, in lieu of signature, as receipt for delivery of shipment. 3. Packages must carry sufficient postage for movement to destination. 4. Shipment consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office (FPO) will not be accepted. 5. Each package must conform to US Postal Regulations regarding size and weight.
895	**SPOT QUOTES** 1. Carrier will offer special SPOT QUOTE prices depending on capacity, time of month, carrier needs or other freight characteristics, prior to picking up the freight. SPOT QUOTES are estimates based on the information provided and are valid for the effective dates provided. Shipments exceeding the freight characteristics as specified by the quote, will be subject to additional charges. 2. The term "SPOT QUOTE" or words of similar import or effect (such as "Truckload Quote" or "Volume Quote" or "Truckload/Volume Rate Quote") shall mean any customized price offering based upon the freight characteristics of a single shipment, as requested by a shipper, consignee or other party responsible for payment of the freight charges. 3. Shipments under a SPOT QUOTE will move at Carrier's convenience. The shipment will not be subject to Carrier's published service standards and will be subject to special liability limitations as provided in Item 350, Section 1A of this tariff. 4. Shipments moving under a SPOT QUOTE will be subject to the rules and conditions outlined in the EXLA 105 tariff in effect at the time of shipment. This includes, but is not limited to, the fuel surcharge and any accessorial charges incurred. Any published rate tariff or contractual agreement in effect for the customer at the time of shipment will supersede the terms outlined in this item and the rates offered for a SPOT QUOTE. 5. Shipments moving under this item will not be subject to the charges outlined in Item 289 (Additional Charges to High Cost and Remote Access Areas). 6. The SPOT QUOTE reference number must be written on the bill of lading to ensure the spot quote is correctly applied. 7. Upon request of shipper, consignee or other party responsible for payment of the freight charges, a SPOT QUOTE may be offered after freight is picked up but prior to delivery, at Carrier's sole discretion, except Carrier shall have no liability under any circumstances due

	to any failure to timely provide such SPOT QUOTE. If Carrier does offer a SPOT QUOTE pursuant to this paragraph, the provisions of paragraph 6 of this Item shall not apply.
900	**STOP-OFF FOR PARTIAL LOADING OR UNLOADING OF TL OR VOL SHIPMENTS** A single shipment, subject to TL or VOL rates, may be stopped for partial loading or partial unloading, subject to the following provisions: **SECTION 1 -GENERAL PROVISIONS** 1. After initial pickup stop at origin, and prior to final delivery stop at destination, shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at points en-route to destination or at destination. 2. Except as provided in Section 3, Item 4, pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stop-off points within continuous private property at the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare. 3. The greatest mileage between any point of loading and any point of unloading will determine the point of origin and the point of destination for the application of this rule. All mileage shall be computed by use of the Tariffs HGB 100 or 105 Series (MILEAGE GUIDE). **SECTION 2 - LIMITATIONS** 1. Except as provided in Section 1, Item 2 of the general provisions, each stop-off is limited to one setting of the truck in accordance with Item 750 (PICKUP OR DELIVERY SERVICE). 2. On joint-line traffic, stop-off privileges apply only when the entire shipment is delivered to one connecting carrier, or if stop-off has already been accorded, when the entire remaining portion of the shipment is delivered to one connecting carrier. 3. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "COD"; "IN BOND"; "TO ORDER"; "ORDER-NOTIFY"; "ORDER CARE OF"; nor on which Section 7 of the Bill of Lading has been executed. 4. Stop-offs for partial unloading at piers or wharves will not be permitted on shipments of LIQUORS, BEVERAGE, as described in NMFC 111400 thru 111510, at New York, NY and points in the New Jersey-New York Harbor area. 4. The substitution of freight for that originally loaded, or any exchange of contents, at a point or place of stop-off is prohibited. 5. All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading. 6. This item will not apply on containerized shipments moving as one unit of freight, whether in wheeled trailers or containers, or other than in wheeled trailers or containers. CONTINUED **SECTION 3 - STOP-OFF CHARGES** 1. The initial pickup stop and the final delivery stop are not subject to stop-off charges. 2. Except as provided in Section 3, Items 3, 4, and 5, each stop for either partial loading or partial unloading, not both, will be subject to a stop-off charge of: FOR 1ST STOP…….. $*105.00* FOR 2ND STOP…….. $*210.00* FOR EACH STOP IN EXCESS OF 2 STOPS, CHARGE PER STOP……$*315.00* 3. Except as provided in Section 3, Item 4, a shipment receiving both partial loading and partial unloading will be subject to a stop-off charge of: PER STOP ……$*200.00* 4. Each stop at piers or wharves for partial loading or partial unloading will be subject to a stop-off charge of PER STOP …… $*210.00* 5. Except as provided in Section 3, Item 4, above, each stop at additional loading or unloading sites, as outlined in Paragraph 1b, will be subject to a charge of PER STOP ……$*105.00* This charge is in addition to the charges provided in Section 3, Items 2 and 3, above. **SECTION 4 - LINE-HAUL CHARGES** 1. Charges shall be determined on the basis of the minimum weight or actual weight if greater, of the entire shipment at the rate or rates applicable:

a. FROM the point of initial origin; or
b. FROM any intermediate point where shipment is stopped for partial loading.
c. TO any intermediate point where shipment is stopped for partial loading; or
d. TO the point of final destination from and to which the highest charges are applicable.
e. FROM the point of initial origin TO the point of final destination.

2. a. If the total distance from initial origin to final destination, via the stop-off point or points, exceeds 115 percent of the shortest mileage from initial origin to final destination, that distance in excess of 115 percent will be charged

RATE PER MILE …….. $ *4.57*

All mileage shall be computed using Tariffs HGB 100 or 105 Series (MILEAGE GUIDE).

b. The greatest mileage between any point of loading and any point of unloading will determine the initial point of origin and the final point of destination for the purpose of applying this circuitry provision and determining the excess mileage, if any, and the charge therefore.

SECTION 5 - PREPAYMENT OF CHARGES

All charges must be PREPAID by Consignor, except on shipments moving on Government Bill of Lading, and only one freight bill will be issued for the entire shipment. However, charges may be COLLECT when they are guaranteed by the Consignor and so noted on the Bill of Lading at time of shipment. All charges are to be collected from the Consignee at final destination.

SECTION 6 - FAILURE TO DELIVER STOP-OFF FREIGHT

When Bill of Lading requires stop-off to unload a component part of the shipment and Carrier is unable during business hours to effect delivery of such freight at the point or place of stop-off, that undelivered portion of such shipments shall then be subject to rules and regulations governing Unclaimed Freight, Storage and Redelivery of Freight, to the extent that such services are applicable.

SECTION 7 - MARKING OR TAGGING SHIPMENTS

Except where shipments consist of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by Shipper in such a manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

SECTION 8 - STOP-OFF HANDLED IN SEPARATE VEHICLES

For Carrier's convenience any portion of the shipment may be picked up, transported, or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.

CONTINUED

SECTION 9 - SHIPPING INSTRUCTIONS

1. Arrangements for any stop-off service provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation.
2. The entire shipment must be available for pickup at time of tender.
3. The Shipper must tender the part lots in the order required by the Carrier.
4. The party or parties authorized and designated by the Shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed Consignee.
5. The Bill of Lading shall designate the following:
   f. Stop-off point or points and places;
   g. The weight, quantities, markings and description of articles to be loaded or unloaded;
   h. The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off

910 **STORAGE**

Freight held in Carrier's possession by reason of an act or an omission of the Consignor, Consignee or Owner, or for custom's clearance or inspection, payment of fees, duties or taxes, will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting line-haul transportation will begin at 7:00 a. m., the day after freight is received by the Carrier.

	2. Storage charges on freight awaiting delivery at the Carrier's destination terminal, and/or for which Notice of Arrival has been given as provided in Item 345, will commence after an allowed free time of 48 hours. When such storage charges would begin after 2:00 p.m., the storage charges will commence at 7:00 a.m. the next business day (See Note A). 3. When the Carrier: a. Has been given instructions at time of shipment that there will be a delay in accepting the shipment by the Consignee; or b. Has been notified by the Consignee while the shipment is in transit, and prior to giving Notice of Arrival as provided in Item 345, that there will be a delay in accepting the shipment by the Consignee; or c. Notifies the Consignee that a shipment is awaiting delivery and an appointment for such delivery is scheduled, storage charges and free time will be assessed as outlined in Paragraph 2 of this item. 4. Freight stored in Carrier's possession, other than that provided for in Paragraph 5, will be assessed Storage Charges, as follows: CHARGE PER 100 POUNDS, PER 24 HOURS, OR FRACTION THEREOF…$*3.00* MINIMUM CHARGE: PER EACH 24 HOURS…… $ *20.00* PER SHIPMENT…… $ *50.00* MAXIMUM CHARGE PER SHIPMENT (See Note B) FOR THE 1st 24 HOURS, OR FRACTION THEREOF……$*150.00* FOR THE 2nd 24 HOURS, OR FRACTION THEREOF…… $*200.00* FOR THE 3rd 24 AND EACH SUCCEEDING 24 HOURS, OR FRACTION THEREOF $*275.00* 5. Freight stored in Carrier's possession subject to TL or VOL rates, or subject to the provisions of Item 390 (CAPACITY LOADS) OR item 470 (EXCLUSIVE USE OF VEHICLE), will be assessed the following charge: CHARGE PER SHIPMENT (See Note B): FOR THE 1st 24 HOURS, OR FRACTION THEREOF…… $*150.00* FOR THE 2nd 24 HOURS, OR FRACTION THEREOF…… $*200.00* FOR THE 3rd 24 AND EACH SUCCEEDING 24 HOURS, OR FRACTION THEREOF…..$*275.00* 6. Storage charges under this item will end when Carrier is enabled to deliver the freight as a result of action by the Consignee, Consignor, Owner or Customs Official. 7. Storage charges under this item will not apply on the day Carrier places the freight in public warehouse. When Carrier does place the freight in a public warehouse a charge will be assessed for transporting the shipment from Carrier's terminal to the warehouse, as follows: CHARGE PER 100 POUNDS……$ *3.99* MINIMUM CHARGE PER SHIPMENT…… $ *40.00* MAXIMUM CHARGE PER SHIPMENT (See Note B)…… .$ *441.65* Carrier will not be responsible for any charges accruing to the public warehouse. --- Note A – The term "FIRST DAY OF BUSINESS" as used in this item means Mondays through Fridays, excluding Saturdays, Sundays or Holidays. Note B – The Maximum Charge Per Shipment also applies Per Vehicle if more than one vehicle is used to transport the shipment.
940	**TERMINAL AREAS** **SECTION 1 - INCORPORATED MUNICIPALITIES** Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply: 1. FROM and TO points named, and points and places within the corporate limits of an incorporated municipality; and additionally: 2. FROM and TO the following points, places and areas located within the United States: a. All unincorporated areas within the following distances of the corporate limits of the specified municipality if it has a population of: i. Less than 2,500…… two (2) miles ii. 2,500 or more, but less than 25,000…… three (3) miles iii. 25,000 or more, but less than 100,000…… four (4) miles iv. 100,000 or more…….. five (5) miles Distances are airline distances and population is as reported by the last US decennial census. b. All places in any other incorporated municipality any part of which is located within the limits described in Sub-paragraph "a" of this Paragraph. c. All places in any other incorporated municipality which is wholly surrounded, or wholly surrounded, except for a water boundary, by any municipality included under the terms of Sub-paragraph "b" of this Paragraph.

SECTION 2 - UNINCORPORATED COMMUNITIES

Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply:

1. FROM and TO points named; and additionally
2. FROM and TO places and areas located within the United States, as follows:
   a. All places within the following distances of the Post Office of the same name in the unincorporated community if such community has a population of:
      i. Less than 2,500…….. two and one-half (2.5) miles
      ii. 2,500 or more, but less than 25, 000……four (4) miles
      iii. 25,000 or more…… five and one-half (5.5) miles

      Distances are airline distances. If the community does not have a post office of the same name, distances will be measured from the generally recognized business center. Population is as reported by the last US decennial census if the population of the community is so reported.
   b. All places in any incorporated municipality any part of which is within the limits described in Sub-paragraph "a" of this Paragraph.
   c. All points in any other incorporated municipality which is wholly surrounded, or wholly surrounded, except for a water boundary, by any municipality included under the terms of Sub-paragraph "b" of this Paragraph.

SECTION 3 - GENERAL PROVISIONS

1. The provisions of this item are not applicable in establishing rates from or to points, from or to which rates, either class of commodity, are specifically published, either in this tariff or in other tariffs governed by this tariff.
2. If the place of collection or delivery lies within the pickup and delivery limits of two or more points of origin or destination, the rate applicable will be that from or to the points from or to which the lower or lowest rate is provided.

950

TERMINAL CHARGES AT PORTS

Unless otherwise provided, the rates and charges published in tariffs governed by this tariff do not include Tollage, Wharfage Usage, Loading or Unloading Charges, or any other Port Terminal Charges at Piers, Wharves, Dockside Terminals or Warehouses, and Carrier will not absorb said charges.

959

TRANSFER OF LADING

1. When shipments, subject to TL or VOL rates, cannot be picked up with the vehicle to be used in transporting the shipment over the highway, and the Carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges in Paragraph 4, in addition to all other applicable charges. These charges will be collected from the Consignor.
2. When shipments, subject to TL or VOL rates, cannot be delivered with the vehicle used in transporting the shipment over the highway, the Carrier will notify the Consignee of this fact in the manner provided in Item 345 (ARRIVAL NOTICE AND UNDELIVERED FREIGHT). If the Consignee requests the Carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in Paragraph 4, in addition to redelivery charges when performed, and all other applicable charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the Consignee.
3. When Consignor or Consignee requests that shipments, subject to TL or VOL rates, be picked up or delivered on a vehicle, other than the vehicle used in transporting the shipment over the highway, the charges in Paragraph 4 will apply. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service.
4. Each vehicle required for original pickup and/or final delivery will be considered a separate transfer. The charge for the transfer services outlined in this item will be:

   CHARGE PER 100 POUNDS…….. $ *2.63*

   MINIMUM CHARGE PER SHIPMENT…… $*125.15*

960

TRASH, DEBRIS, PACKING MATERIAL REMOVAL/DISPOSAL

When requested by the Shipper, carrier, at its sole discretion, will make a diligent effort to have removed and/or dispose of packing material, debris or trash associated with specific shipment(s) being delivered. In no case shall carrier be under obligation to arrange such service; carrier keeps the right to refuse any such service. It shall be the responsibility of the consignee to place such debris, packing material or trash on carrier's equipment at time of delivery. A charge of *$90.00* per shipment will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

In addition, any expenses incurred by carrier to satisfy fees or charges directly attributable to this service will be assessed against the party requesting the service. Upon request, evidence of payment of such fees or charges will be furnished by the carrier.

The charges provided in this item will be in addition to all other lawful charges and will be assessed against the payor of the commodity charges. If the payor of the commodity charges is unable or unwilling t0 pay for this service, the charges will be assessed against the party requesting the service.

980

UNDELIVERED RETURNED SHIPMENT

1. Any shipment undelivered, when returned to the Shipper, shall be returned at the applicable tariff rates from the point of return as origin, to the original origin of the shipment as the destination of the returned shipment.
2. The applicable rates in effect on the date of the returned shipment will be applied on such return movement and shall be in addition to all other applicable charges.

985

VEHICLE FURNISHED, BUT NOT USED

SECTION 1 - AT POINTS WITHIN THE TERMINAL AREA

1. When a Carrier is requested to furnish a vehicle to pick up a TL, VOL or Exclusive Use shipment and the vehicle is not used due to no fault of the Carrier, a charge will be assessed against the party making such request, as follows:
   CHARGE, PER VEHICLE, PER DAY, OR FRACTION THEREOF…….. $*222.55*
2. Upon arrival of the vehicle with power unit, the Consignor will have free time of 60 minutes to inform Carrier the vehicle will not be used. If the Carrier is detained beyond 60 minutes, an additional charge will be assessed, in addition to other applicable charges provided herein, as follows:
   CHARGE, PER VEHICLE, PER DAY, OR FRACTION THEREOF…… $*162.50*
   Charges will end when Carrier is notified that the vehicle will not be used and is available for pick up.

SECTION 2 - AT POINTS OUTSIDE THE TERMINAL AREA

1. When a Carrier is requested to dispatch a vehicle to a point of origin designated by the Consignor or Consignee, and such vehicle is furnished but not used, due to no fault of the Carrier, a charge for each vehicle will be assessed against the party making such request as follows:
   CHARGE, PER VEHICLE, PER MILE…….. $ *4.25*
   MINIMUM CHARGE PER VEHICLE…… $*621.75*
2. The mileage will be computed from the Carrier's terminal to the designated origin point, plus mileage back to Carrier's terminal point. Mileage to be determined by use of Tariffs HGB 100 or 105 Series (MILEAGE GUIDE).

CONTINUED

3. Upon arrival of the vehicle with power unit, the Consignor will have free time of 60 minutes to inform Carrier the vehicle will not be used. If Carrier is detained beyond 60 minutes, an additional charge will be assessed, in addition to other applicable charges provided herein, as follows:
   CHARGE, PER VEHICLE, PER DAY, OR FRACTION THEREOF…… $*163.70*

SECTION 3

LTL SHIPMENTS

Carrier will attempt to make all scheduled pickups. However, if Carrier has been requested to make a pickup of an LTL shipment and the shipment is cancelled after the driver has been dispatched, or if upon arrival the shipment is cancelled, a charge of $50.00 will be assessed to the party making the pickup request.

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WEIGHT VERIFICATION

1. At its sole and unlimited discretion, Carrier may weigh shipments in its custody with or without notice. Such reweighs may be conducted with scales owned by Carrier, including platform scales or lift truck scales that are NTEP certified legal for trade.

	2. If Carrier discovers an error in the weight declared by shipper on the bill of lading, Carrier will correct the weight and assess freight charges on the basis of the new weight determined by Carrier. If the new weight increases the shipment weight by 100 lbs or more, a weight adjustment fee of $25.00 will apply in addition to all other charges based on the actual corrected weight and shall be assessed against the party responsible for the payment of the freight charges. If the new weight decreases the shipment weight by 500 lbs or more, a weight adjustment fee of $25.00 will apply in addition to all other charges based on the actual corrected weight and shall be assessed against the party responsible for the payment of the freight charges. Any preapproval requirements that might exist regarding accessorial services will be void. 3. Such weighing or verification will only be made while shipment is in possession of Carrier or its agent. 4. Where Carrier adjusts the weight, the following rating principles will be followed: a. Where Carrier corrects the shipment weight by adding weight, the additional weight will be added to the highest classed item in the shipment. Upon submission of satisfactory proof that the weight correction should be apportioned to other article(s) on the pallet, platform, rack or skid, the weight distribution will be adjusted accordingly. b. Where Carrier corrects the shipment weight by reducing the weight, the reduction will be made to the lowest classed item in the shipment. Upon submission of satisfactory proof that the weight correction should be apportioned to other article(s) on the pallet, platform, rack or skid, the weight distribution will be adjusted accordingly.
993	**WEIGHING SERVICE CHARGE** **REVISED: AUGUST 3, 2026** When the Shipper tenders a bill of lading without stating the shipment weight or if bill of lading has inaccurate weight, Carrier will weigh the shipment to determine the actual weight, the dimensions (Dims A service charge of *$20.00* will be assessed against the payer of the freight charges and will be in addition to all other applicable charges.
993-10	**COMMODITY INSPECTION SERVICE CHARGE** **REVISED: NOVEMBER 9, 2026** If the Carrier is unable to classify the shipment due to a bill of lading with an inaccurate, vague or missing commodity description, NMFC sub or class, the Carrier will inspect the shipment to determine the actual class**, dimension (dims) or cubic feet**. A charge of *$20.00* for this service will be assessed against the payer of the freight charges and will be in addition to all other applicable charges.
994	**WEIGHTS-GROSS WEIGHTS AND DUNNAGE** **SECTION 1 - GROSS WEIGHTS** Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized, such estimated weights shall be used. **SECTION 2 - DUNNAGE** Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle: 1. Shall be excluded from the gross weight. 2. When required to protect and make shipments, subject to other than LTL or AQ Classes or rates, secure for transportation, must be furnished and installed by the Consignor, except that such materials may be installed by the Carrier, subject to the following provisions: a. If materials are furnished by the Carrier, the cost for such materials will be paid for by the Shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.

	b. A charge for labor necessary for installation of Shipper, or Carrier, furnished material will be assessed, as follows: CHARGE, PER MAN, PER HOUR, OR FRACTION THEREOF……$ *28.25*

===THE END===