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PANAMA TRANSFER  
MC 4519  
TARIFF PANA 125  
RULES

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For explanation of reference marks, see Item 999999.

ITEM 150

AFTER HOURS DELIVERY CHARGE

If a shipment has a delivery time that is outside of normal business hours of the carrier (See NOTE 1), a charge of \$100.00 per shipment shall be assessed to the payor of the freight charges or the party that is requesting the service. (See NOTE 2)

NOTE 1. Normal business hours are from 1801-0759 Monday through Friday.

NOTE 2. Weekend and Holiday service will carry a \$250 charge with availability

ITEM 115

DEFINITIONS AND EXPLANATIONS OF TERMS

1. DEFINITION OF BUSINESS HOURS

The term "Business Hours" means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc. open for the transaction of business to all concerned.

2. DEFINITION OF HOLIDAYS

The term "Holiday" means:

- New Years Day
- Memorial or Declaration Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day
- Christmas Day (December 25)

Or any other day generally observed as a holiday by the carrier at the point where the service is performed. When such holiday falls on Sunday, the following Monday shall be considered as a holiday.

3. DEFINITION OF LESS THAN TRUCKLOAD OR TRUCKLOAD

Less than truckload (LTL)—Except as otherwise provided the term LTL applies to shipments subject to stated minimum weights of less than 20,000 pounds or greater.

Truckload (TL)—Except as otherwise provided, the term truckload or TL applies to shipments subject to stated minimum weights of 20,000 pounds or greater.

4. A "TRUCKLOAD" OR "VEHICLE" MEANS:

- A. Any one truck or one vehicle which is self-propelled, or
- B. Any one vehicle which must be towed by a power unit (See paragraph (c) and used on highways in the transportation of property.

- C. When two or more vehicles as defined in (b) are towed by one power unit they shall be considered as two or more vehicles.
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ITEM 345

ARRIVAL AND APPOINTMENT NOTICE AND UNDELIVERED FREIGHT

PART 1

ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment
2. This will Carry \$25.00 Charge per shipment
3. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day (See NOTE 1) following the arrival of the shipment.
  - A. The notice will be given by telephone, if convenient and practical; otherwise by mail or telegraph. The notice however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
  - B. If the consignee's address is unknown to the carrier, the notice will be mailed to him 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 a.m. on the first business day (See NOTE 1) after it was mailed.

PART 2

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 storage as provided in Item 910.

NOTE 1—For the purpose of this item, business day means Monday through Friday, excluding holidays.

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ITEM 360

BILLS OF LADING, FREIGHT BILLS AND STATEMENT OF CHARGES

1. Except as otherwise provided, carriers shall not furnish:
  - A. Bill of lading sets that consist of more than an original, a shipping order, and a memorandum per shipment.
  - B. More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy.
  - C. More than one original and one copy of its statement of transportation charges on its own standard form.
2. When payer of freight on other lawful charges requires or requests, as a prerequisite to payment
  - A. The return of any part of the bill of lading set or copies thereof, other than the one shipper furnished copy, a charge of \$9.00 for each such document will be made or:
  - B. Copies of freight bills or statement of transportation charges in excess of the number specified in Paragraph 1 (B) and 1 (C) a charge of \$9.00 for each such document or copy will be made, or:
  - C. The preparation by the carrier or any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements or charges, a charge of 38 cents per line of itemization, listing or description (or portion thereof) subject to a minimum of \$9.00 per page, per copy will be made or:

- D. Any forms or copies of forms, other than those description in paragraphs 2 (A) and 2 (B) to be submitted with freight bills or statements of charges, a charge of \$9.00 for each such form or copy will be made, or:
  - E. That information not shown on the shipping order at time of shipment be shown on freight bill or statements of charges, a charge of \$9.00 per shipment will be made.
3. Bill of lading issued by carrier are subject to the following
- A. All rates, terms, and conditions of the transportation service are subject to and governed by the carriers' rules, unless a written agreement separate from the bill of lading, is signed by an authorized representative of carrier and by an authorized representative of customer.
  - B. Carrier representatives authorized to sign a written agreement to terms and conditions specified in (A) above shall be any officer of carrier.
  - C. Drivers and other non-authorized personnel are not authorized to negotiate terms of service, including alterations to the bill of lading, and its terms of conditions.
  - D. Bills of lading other than the carrier's bill of lading, Uniform Straight Bill of Lading (as published in NMF 100 series), or shipper supplied bill of lading referring to classifications and tariffs applicable at the time of shipment, shall not be accepted. If carrier inadvertently accepts such bill of lading, the bill of lading shall serve the purpose of receipt for goods and identification of delivery location only and shall not serve as a contract for carriage. The terms and conditions of the Uniform Straight Bill of Lading as published in NMF 100 series shall govern the movement of the shipment.
4. Except as otherwise provided, shipments moving on Order-Notify bill of lading will be subject to an additional charge of \$13.10 per shipment.

ITEM 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 as well). If the new item provides a specific cancellation of a prior issue or issues, this rule is not applicable.

ITEM 390

CUBIC CAPACITY AND MINIMUM DENSITY

Except as otherwise provided any shipment with an actual weight in excess of 500 pounds, will be subject to a minimum charge for every 100 cubic feet, or fraction thereof, occupied by the shipment, computed at a rate in cents per mile as follows:

|                        |                                      |
|------------------------|--------------------------------------|
| 0-600 cubic feet       | 16 cents per mile per 100 cubic feet |
| 601-1200 cubic feet    | 14 cents per mile per 100 cubic feet |
| 1201-1800 cubic feet   | 11 cents per mile per 100 cubic feet |
| 1801 & more cubic feet | 10 cents per mile 100 cubic feet     |

Example: A shipment occupies 2000 cubic feet for a distance of 300 miles:

|   |    |
|---|----|
| 2000 cubic feet divided by 100                            | 22 |
| 300 miles multiplied by 8 cents per mile                  | 26 |
| 24 multiplied by 20 produces a minimum Charge of \$600.00 |    |

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 the NMFC Item 110, Sections 8 (A) and (B). If

the bill of lading instructions or packaging in any way prohibits the utilization of the trailer space between the trailer ceiling and the top to the articles, the height of the article or articles, will be considered 84 inches.

2. The minimum charges applicable via this rule shall not be less than the charges for 150 miles. All mileage shall be computed by the use of Rand McNally Rater.
3. 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.

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ITEM 430

COLLECT ON DELIVERY (COD) SHIPMENTS

Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SECTION 1

Shipments must be tendered on Uniform Straight, Straight Bill of Lading—Short Form, or Straight Bill of Lading forms as shown in the NMFC.

The letters "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of consignee: or collect on delivery (COD) in red letters at least one inch in height with thickness of stroke  $\frac{1}{4}$  inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name, street address, and post office address of consignor and consignee must be shown on bill of lading and shipping order. On "straight bills of lading—short form" there must be shown in the space provided for this purpose, or in the lower left hand corner space provided for description of articles, special marks and exceptions, the following information:

Collect on Delivery, \$ \_\_\_\_\_  
And remit to: Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

COD Charge to be paid by: Shipper ( )      Consignee ( )

SECTION 2

Each package must be plainly marked, labeled, or tagged by consignor showing letters "COD," and the name and address of consignor and consignee in accordance with Item 580 of the NMFC.

SECTION 3

COD packages will not be accepted on the same bill of lading with packages as other than COD, and only packages covered by one COD bill may be tendered on one bill of lading.

SECTION 4

If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information:

"Attached Invoice (or Invoices) to Accompany Shipment to Destination."

SECTION 5

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

SECTION 6

COD shipments will not be accepted for transportation subject to inspection or trail by the consignee or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SECTION 7

Intoxicating beverages may be handled COD only under the provisions provided by state laws of the state in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

#### SECTION 8

The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the Consignee.

#### SECTION 9

Only the following forms of payment will be accepted in payment of COD amounts:

1. Cash—up to a maximum of \$1000. (See NOTE A); or
2. Bank Cashier's Check; or
3. Bank Certified Check; or
4. Money Order; or
5. Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.

All checks and money order shall be made payable to the consignor. The carrier will accept checks and money order only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.

#### SECTION 10

The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may PREPAID by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order collection or remitting charges for freight or other lawful charges die the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the Consignor.

#### SECTION 11

1. Upon collection a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within fifteen (15) days after delivery of the COD shipment to the consignee. If the COD shipment moved in interlines service the delivering carrier shall, at the time of remittance of the COD collection to the consignee or payee, notify the originating carrier of such remittance.
2. The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:
  - A. Number and date of freight bill;
  - B. Name and address of shipper or other person designated as payee;
  - C. Name and address of consignee;
  - D. Date shipment delivered;
  - E. Amount of COD
  - F. Date collected by delivery carrier;
  - G. Date remitted to payee;
  - H. Check number of other identification of remittance to payee.

#### SECTION 12

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

|                             |         |
|-----------------------------|---------|
| PERCENT OF THE COD AMOUNT   | 4.0%    |
| MINIMUM CHARGE PER SHIPMENT | \$36.00 |

#### SECTION 13

COD shipments of explosives designated as "Class A and Dangerous Explosives" or "Class B Less Dangerous Explosives" in DOT regulations on hazardous materials will not be accepted.

#### SECTION 14

1. Carrier will accept only written instructions from the consignor to return the shipment or to change the bill of lading provision of COD shipments subjects to the provisions of this item by increasing, reducing or canceling the COD amount.
2. Carriers do not obligate themselves to accept the changes provided herein, but upon request a reasonable effort will be made to do so, subject to the following provisions:
  - A. All charges accrued under this item must be PREPAID, or guaranteed to the satisfaction of the carrier.
  - B. A charge per shipment will be assessed in addition to all other lawful charges, as follows:
 

|                     |         |
|---------------------|---------|
| CHARGE PER SHIPMENT | \$40.00 |
|---------------------|---------|
3. Carrier will, upon written authorization from Consignor, change the form of payment of COD amounts to accept Consignee's personal check when such form of payment was not originally authorized, subject to an additional charge, as follows:

|                    |         |
|--------------------|---------|
| CHARGE PER SHIPMET | \$40.00 |
|--------------------|---------|

If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in ITEM 830, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

NOTE A—Limit on amount of cash that will be accepted does not apply when COD shipments are picked-up by consignee, or his agent, at carrier's terminals.

ITEM 470

CONTROL AND EXCLUSIVE USE OF VEHICLE

SECTION 1

Control of Vehicle

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the carrier has control of the vehicle with the unrestricted right to:

1. Select the vehicle for the transportation of a shipment.
2. Transfer the shipment to another vehicle.
3. Load other freight on the same vehicle.
4. Remove locks or seals applied to the vehicle.

SECTION 2

Exclusive Use of Vehicle

When the exclusive use of a vehicle is provided by the carrier at request of consignor or consignee, the following provisions will apply:

1. Charges will apply to each vehicle used to transport the shipment.
2. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request of exclusive use service.
3. The request must be given in writing or placed on the bill of lading and shipping order.
4. The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event of lock or seal has been removed from a vehicle, the carrier will immediately re-lock or re-seal the vehicle and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at the instruction of the consignor or consignee.
6. Charges will be computed at the rates and weights applicable to the shipment without reference to this item subject to a minimum charge for 20,000 lbs. At the Class 125 weight group 20M rate.

7. Charges are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation of the bill of lading may not be executed (This paragraph not applicable on shipments moving on Government bills of lading).
8. When the request for exclusive use of vehicle is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the carrier will, if possible intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in Part 6 between the point of origin and point of destination.
9. Stop-offs for partial loading or partial unloading will not be permitted on shipments transported under provisions of this section.
10. Charge for this service will be \$150.00 per upon availability

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ITEM 480

ATTEMPTED PICK UP-NOT AVAILABLE

When the carrier attempts the pickup and the product is not ready, there will be a \$30.00 per shipment charge assessed to the party responsible for shipment.

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ITEM 483

BLIND SHIPMENTS

When the carrier performs a blind shipment, the following will apply:

1. For changing one item via consignee or shipper, the charge will be \$50.00
2. If a double blind shipment is required(changing both shipper and consignee) the charge will be \$75.00

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ITEM 490

CROSS DOCKING FEE

When the carrier performs a cross dock service, the charge will be \$5.00 per cwt, \$50 minimum.

1. This charge will apply when the carrier moves freight across any of our facilities for other parties

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ITEM 500

DETENTION—VEHICLES WITH POWER UNITS

APPLICATION

Detention—vehicles with power units—This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on the premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1—General provisions-

1. This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the provisions of this item, the term "truckload rates" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.
2. This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.
3. Free time of each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.
4. The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the

bill of lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges (See NOTE A)

Note A—At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

5. 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.
6. Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2—Definitions—The following general definitions will apply when the below terms are used in this item:

1. "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.
2. "Loading" includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.
3. "Unloading" includes:
  - A. Surrender of the bill of lading to the carrier on shipments billed "To Order."
  - B. Payment of lawful charge 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.
4. "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated receipt.
5. "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.
6. "Normal nonworking periods" mean meal, core, and rest breaks.
7. "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

SECTION 3—Computation of time—

1. Commencement and terminations:
  - A. The time per vehicle shall begin to run actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee, or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.
  - B. Time shall end upon completion of loading and unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.
2. Prearranged scheduling:
  - A. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.
  - B. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee, or

other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party designated by them for carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.

C. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time of actual time loading or unloading commences, whichever is earlier.

3.

A. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

B. When loading or unloading is not completed at the end of the normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:

(1) To request that the vehicle with power remain at its premises subject to the provisions of Section 4(d); or

(2) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading, or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

C. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

#### SECTION 4—Free time—

1. Free time shall be computed as follows:

Actual weight in pounds per vehicle stop (See NOTE B) free time in minutes per vehicle stop

|                             |    |
|-----------------------------|----|
| Less than 10,000            | 30 |
| 10,000 but less than 20,000 | 30 |
| 20,000 but less than 28,000 | 45 |
| 28,000 or more              | 45 |

NOTE B— Also applies to the last vehicle used in transportation overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion loading or partial unloading.

1. When at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 60 minutes except that, when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4.
2. When more than one truckload shipment or a truckload shipment and one or more less than truckload (LTL) or any quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all in other instances the individual shipment weight will be used.
3. When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

- A. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charge for vehicles without power will immediately commence with no further free time allowed.
  - B. If the change is requested and made after the expiration of 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 of change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
4. When a vehicle is both unloaded and reloaded, each transaction will be treated independent 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.
  5. Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

SECTION 5—Charges—

When the delay per vehicle beyond free time is one hour or less, the charge will be \$50.00. For each additional 15 minutes or fraction thereof, the charge will be \$25.00 for every 20 minutes.

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ITEM 501

DETENTION—VEHICLES WITHOUT POWER UNITS

APPLICATION

Detention—vehicles without power units-spotting or dropping trailers—(See NOTE A)

This item applies when carrier's vehicles without power units are delayed or detained on premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

NOTE A—For the purposes of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

SECTION 1—General provisions—

1. Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
2. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the bill of lading must show "shipper load and count."
3. Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
4. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
5. Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4.
6. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
7. Nothing in this item shall require a carrier to pickup or delivery spotted trailers at hours other than the carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pickup or delivery spotted trailers at hours other than its normal business hours.

SECTION 2—Definitions—The following general definitions will apply when the below terms are used in this item:

1. "Vehicle" means tractor-trailer combinations used for the transportation of property where:
  - A. "Trailer" means mobile units with or without wheels, used to transport property and,
  - B. "Tractor" means mechanically powered units to propel or draw a trailer or trailer upon the highways.
2. "Loading" includes:
  - A. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
  - B. Notification to the carrier that the vehicle is loaded and ready for forwarding.
3. "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 ready for forwarding, and
  - D. Signing of delivery receipt.
4. "Premises" means entire property at or near the physical facilities of consignor, consignee, or other designated party.
5. "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.
6. "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting.

SECTION 3—Computation of free time—

1. Commencement of spotting and free time:
  - A. Spotted trailers will be allowed 12 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailers at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or party designated by consignor.
  - B. When any portion of the 12 hour free time extends into a Saturday, Sunday, or holiday (national, state, or municipal), the computation of time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, or holiday (national, state, or municipal), but at 8 a.m. on the next day which is neither a Saturday, Sunday, or holiday.
  - C. Free time shall not begin on a Saturday, Sunday, or holiday (national, state, or municipal) by at 8 a.m. on the next day which is neither a Saturday, Sunday, or holiday.
  - D. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until after free time for unloading has elapsed.
2. Termination of spotting and notification
  - A. Consignor, consignee, or other party designated by them shall notify carrier when loading and unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them

at their own expenses, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.

- B. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - (1) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
  - (2) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.
- 3. Prearranged scheduling:
  - A. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
  - B. If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
  - C. If carrier's vehicle arrives prior to schedule time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

SECTION 4—Charges—

- 1. General detention charges: After the expiration of free time as provided in Section 3 (A) of this item, charges for detaining a trailer will be assessed as follows:

|   | Charge  |
|---|---------|
| A. For each of the first and second 12-hour periods or fraction thereof (Saturdays, Sundays, or holidays excepted)  | \$48.05 |
| B. For each of the third and fourth 12-hour periods or fraction thereof (Saturdays, Sundays, or holidays included)  | \$66.92 |
| C. For the fifth and each succeeding 12-hour periods or fraction thereof (Saturdays, Sundays, or holidays included) | \$96.09 |
- 2. Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicle with power will commence from the time of arrival as specified in Item 500.
- 3. Strike interference charge: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$73.43 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the fourth day of charges.

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ITEM 502

DETENTION—LTL OR AQ SHIPMENTS—WITH POWER UNITS

This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor or consignee or as close thereto as conditions will permit subject to the following provisions:

SECTION 1—GENERAL PROVISIONS:

1. This item applies only to vehicles which have been ordered or used to transport shipments: Subject to rates having stated minimum weight of less than 10,000 lbs not subject to Item 470 (Exclusive Use of Vehicle Service) or Item 390 (Capacity Load Provisions).
2. 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.
3. Nothing in this item shall require a carrier to pick-up or deliver freight at hours other than such carrier's normal business hours.
4. 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 the loading shall not begin until free time for unloading has expired.
5. Freight remaining undelivered after the accrual of any detention charges 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 charge for redelivery in Item 830 will apply. In such event detention charges as provided in Section 5 of this item will immediately become applicable.
6. When the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:
  - A. Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4-2 will apply.
  - B. Consignor or consignee may request that the vehicle with power be returned to carrier premises. At that time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession is subject to storage as provided in Item 91. When the vehicle is returned to consignor's or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

#### SECTION 2—DEFINITIONS:

"LOADING" –includes the furnishing to the carrier the bill of lading of forwarding directions or documents necessary for forwarding of the shipment.

"UNLOADING"-includes:

1. Surrender to the carrier of bill of lading on shipments bill "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.

#### SECTION 3—COMPUTATION OF TIME:

1. Except as provided in Paragraph 2 and 3 computation of time shall begin upon notification 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 a receipt by the driver of a signed bill of lading or receipt for delivery.
2. Computation of time are subject to and are 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 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 five minutes for each shipment subject to a maximum of 60 minutes additional free time.

5. Where there is more than one payor, 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 4—FREE TIME:

1. Free time shall be as follows:

| Actual Weight in Pounds     | Free Time in Minutes |
|-----------------------------|----------------------|
| Per Vehicle Stop            | Per Vehicle Stop     |
| 0 up to 4999                | 20                   |
| 5,000 but less than 10,000  | 20                   |
| 10,000 but less than 20,000 | 20                   |
| 20,000 or more              | 20                   |

2. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the 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 charge for vehicle without power will be applied immediately with no further free time allowed.
  - B. If the change is requested and made after expiration of free time for vehicle with power free time and detention charges will be computed on the basis of a vehicle with power up to the time the charge was requested. In addition thereto, vehicle will immediately be placed in detention for vehicle without power with no further free time allowed.
3. Free time will be computed on the total number of shipments and their combined weight on the vehicle regardless of origin or destination. Where any shipment on the vehicle is subject to a similar rule providing greater total free time for the vehicle than here provided, such greater free time will apply. When free time is exceeded, detention charges on the vehicle will be determined by the application of the lowest detention charge governing any shipment on the vehicle.

SECTION 5—CHARGES:

1. When the loading or unloading is delayed, the charges per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$25.00 per 15 minutes.
2. The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee, in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. In the case of import, intercoastal or coastwise shipments, the consignor will be responsible for the charges.

ITEM 510

CONSTRUCTION/JOB SITE PICKUP AND DELIVERY

The carrier will assess a \$4.75/cwt, \$40.00 minimum, \$120 maximum charge for any shipments deemed to considered construction or job site locations.

ITEM 515

GUARANTEED DELIVERY

When the carrier provides guaranteed service, the charge will be an additional 20% of the original charge with a minimum \$25.00 subject to the following:

1. Carrier reserves all rights upon availability in carrier's service area
2. This service is guaranteed for service requested by responsible party
3. Service is only available for requested day of delivery (specific time exempt)
4. If service is not performed, the shipment charges will be void with the exception of
  - a. Weather related incidents
  - b. Any and all acts of God and natural disasters

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ITEM 520

HAZARDOUS MATERIALS

Carrier will assess a \$25.00 per shipment charge on all orders deemed hazardous.

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ITEM 525

HIGH COST SERVICE AREA SURCHARGE

Carrier will assess a \$40.00 per shipment charge on all North Dakota zip codes and Minnesota zip codes starting with 566 and 567.

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ITEM 530

PROTECT FROM FREEZING CHARGE

The carrier will assess a \$45.00 charge per shipment on all freezable shipment subject to availability.

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ITEM 536

SAME DAY DELIVERY

The carrier will provide same day delivery with a charge of \$75.00 per hour on top of regular charges upon availability.

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ITEM 540

WHITE GLOVE PICKUP OR DELIVERY

When requested by consignor or consignee, and carrier's operation conditions permit, the carrier may move the shipments or portions of shipment from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pick up or Delivery Service) and unpacked in the presence of consignee and packing material removed therewith. See Note 1.

CHARGES:

Per shipment: \$110.00 per Minimum \$175.00

NOTE 1: All charges accruing under the provisions of this item must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

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ITEM 545

DEBRIS REMOVAL

Carrier will assess a \$35.00 per shipment charge on all shipments when debris removal is required during delivery.

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ITEM 560

EXTRA LABOR—LOADING OR UNLOADING

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:

Flat Charge for extra labor \$200.00 per man

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. The charges will be assessed against the consignor (See Note 1) if the extra labor is used for loading and against the consignee (See Notes 2 and 3) 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 as to each vehicle containing shipments on which extra labor is used:
  - A. Name and address of consignor and consignee as whose place of business freight is loaded or unloaded.
  - B. Identification of vehicle tendered for loading or unloading.
  - C. Number of extra men used and the number of hours or days each such man was used.
3. The provisions of this item will not apply on Sundays and holidays. On such days apply the charges provided in Item 754 (Pickup or Delivery Service—Sundays or Holidays).
4. 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 1—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 the original consignor or warehouseman, or a connecting air, motor, rail, or water carrier with whom the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

NOTE 2—Consignee, as used in this time, 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, as destination or any stop-off points, whether he be the 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 by the bill of lading.

NOTE 3—Charges for extra labor or unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

ITEM 563

MILITARY BASE PICKUP AND DELIVERY

The carrier will assess a \$50.00 charge per shipment on all orders destined to or shipped from a military base.

ITEM 566

HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

When requested by consignor or consignee, and carrier's operation conditions permit, the carrier's may move the shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service).

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same is provided without cost to the carrier. (See NOTE 1)

Service provided under this item will be assessed a charge of:

| CENTS PER 100 POUNDS | MINIMUM CHARGE FOR SHIPMENT (IN CENTS) | MAXIMUM CHARGE OR PER CHARGE IF MORE THAN VEHICLE IS USED (IN CENTS) |
|----------------------|--|--|
| 4.00                 | 50.00                                  | \$350.00   |

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

The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

ITEM 568

HEAVY OR BULKY ARTICLES, LOADING OR UNLOADING  
(Exception to NMFC Item 568)

1. The provision of NMFC Item 568 will not apply. For provisions to apply, see Item 750 (Pickup or Delivery) and paragraph (2) below.
2. Consignor or consignee shall furnish hoists, cranes, winches, jacks, pulleys, blocks, and tackle for the loading or unloading of heavy articles, and men to operate such special equipment and assume responsibility for safe loading and unloading.

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ITEM 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 persons or property.

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ITEM 580

MARKING OR TAGGING FREIGHT—CHANGING MARKINGS OR TAGS (See NOTE 1)  
(Exception to NMFC Item 580)

PART 1

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

\$3.00 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$40.00 per shipment.

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

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ITEM 640

MIXED SHIPMENTS

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

Where articles in the shipment are subject to more than one minimum charge, the highest or such minimum charges shall apply.

When rates or ratings contain a provision that a certain article or articles may not exceed a certain weight or percentage or weight and a shipment exceeds the amount authorized, such excess will be charged for as a separate shipment (See NOTE 1). When the articles subject to a weight limitation are differently rated, the lower rated articles may be used to make up the amount of weight allowed and the higher rated articles will be considered as excess. The excess weight may not be used to make up a minimum weight.

NOTE 1—The rate to apply will be the rate applicable on the weight or the article or articles being charged for on the basis of the rate considering such portion as a separate shipment for rating purposes subject to a minimum charge if applicable.

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ITEM 647

NOTIFICATION PRIOR TO DELIVERY

When carrier is requested to give telephone notification or written notice of arrival, a charge of \$15.00 will be assessed.

When carrier is required by notification on the bill of lading, this charge is to be billed to the shipper on prepaid shipments, and on collect shipments this charge is to be billed to the consignee. When requested by the consignee, this charge is to be billed to the consignee regardless of whether the freight charges are prepaid or collect.

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ITEM 655

INSIDE DELIVERY AND/OR HAND UNLOAD

Carrier will assess a \$3.00/cwt charge, with a minimum of \$45.00, a maximum \$230.00 on all shipments deemed the following:

1. When shipment is moved inside premises other than receiving door the above charge will apply
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ITEM 700

OVER LENGTH FEE

Items 8 ft – 10 ft \$70.00 extra charge / Items 10.1 ft to 13 ft \$90.00 extra charge / over 14 ft \$120.00 extra charge

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ITEM 750

PICKUP OR DELIVERY SERVICE

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

1. PLACEMENT OF VEHICLE FOR LOADING:  
At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment here tendered for transportation.
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 a vehicle at the delivery site designated by the consignee.
3. LOADING BY CARRIER:  
Freight tendered for loading shall be so situated by the consignor as to be directly accessed to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place his vehicle for loading. (See NOTE 1). (See ITEM 566 for handling freight not adjacent to vehicle.) Carrier will furnish only one employee per vehicle for loading whether it be the driver, helper, or any other employee except as provided.
4. UNLOADING BY CARRIER: (See NOTE 2 and exceptions)  
Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See NOTE 1). (See ITEM 566 for handling freight not adjacent to the vehicle.) Carrier will furnish only one employee per vehicle for unloading whether it be the driver, helper, or any other employee except as provided in ITEM 560 (Extra Labor).
5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See NOTES 2 and 5)
  - A. Loading and unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting, or segregating freight.
  - B. Except as otherwise provided, loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicle (other than two wheeled hand trucks), winches, cranes, jacks, blocks, or falls or other special equipment used in loading or unloading, the consignor or the consignee as the case may be, shall furnish same and

the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except eclectically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

6. **LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE:** (See NOTE 2)

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.

7. **WAIVER OF DELIVERY RECEIPT:**

When consignor or owner has made written arrangements with the carrier, freight consignment 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.

Except as otherwise provided, rates in tariff's governed by the 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, at one site, subject to the following provision:

8. **HEAVY OR BULKY FREIGHT—LOADING OR UNLOADING:** (See NOTES 3 and 4)

A. Weight 70 lbs or less, the carrier will perform the loading and/or unloading.

B. Weights more than 70 lbs but less than 500 lbs:

- (1) The carrier will perform the loading and/or unloading where the consignor and/or consignee provide a dock, a platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds four feet in its greatest dimension. When the consignor and/or consignee do not provide a dock, platform, or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.
- (2) Weights 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.
- (3) Exceeds four feet in its greatest dimensions. The consignor will perform the loading and unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

NOTE 1

1. Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated there from only by an intervening public sidewalk.
2. If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available space may be used.
3. When two or more shipments are placed by the shipper a 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 where picked up first by the same or different motor carriers.
4. When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designed spaces will considered immediately adjacent to such parking spaces.

NOTE 2

1. Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle
2. Unloading, by definition in this item, includes the removal and counting of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 3

1. Loading, by definition in this item, includes stowing of the freight in or on the carrier's vehicle.
2. Unloading, by definition in this item includes the removing of the freight from the position

in which it is transported in or on the carrier's vehicle.

NOTE 4—The provisions of NMFC ITEM 568 (Heavy or Bulky Freight—Loading or Unloading) will not apply.

NOTE 5—The provisions in Paragraph 5 will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets, skids, or slip sheets.

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ITEM 753

PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCES OR RURAL ROUTE DELIVERY

1. Pickup or delivery services for movements to or from private residences, camps (other than military), convention centers, rural route deliveries off hard pavement roads, construction sites, job sites, or other such locations will be assessed a charge of \$45.00 per shipment.
  2. The term "private residences" 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 service to the walk in public during normal business hours.
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ITEM 754

PICKUP OR DELIVERY SERVICE—SATURDAYS, SUNDAYS, OR HOLIDAYS

1. When consignor or consignee requests carrier to pickup or deliver freight on Saturday, Sundays, or holidays, such service will be subject to a charge of \$250 per man hour, and a minimum charge of \$250 upon availability. Such charge shall be in addition to all other applicable charges.
  2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee, and shall end upon completion of loading and unloading and receipt by driver of signed bill of lading or receipt for delivery.
  3. The carrier is not obligated to furnish pickup or delivery service on Saturday, Sunday, or holidays. If a delivery date is specified on the bill of lading and shipping order and it is a Sunday or a holiday, such document must also indicate that the date is in fact a Saturday, Sunday, or holiday.
  4. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.
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ITEM 784

PROOF OF DELIVERY CHARGE

When it is necessary to furnish a shipper with proof of delivery after shipment has been delivered, a charge of \$5 per shipment shall apply in addition to all other lawfully filed charges. Verbal proofs of delivery shall be tendered freely but notated for future reference.

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ITEM 790

REQUEST FOR BILL OF LADING

When requested and it is necessary to furnish a shipper with bill of lading after shipment has been delivered, a charge of \$5 per shipment shall apply in addition to all other lawfully filed charges.

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ITEM 820

RECONSIGNMENT OR DIVERSION

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

1. DEFINITION OF RECONSIGNMENT OR DIVERSION:  
For the purpose of this rule, the term "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:
  - A. A change in the name of the consignor or consignee.
  - B. A change in the place of delivery within original destination points.

- C. A change in the destination point.
  - D. Relinquishment of shipment at point of origin (See NOTE 4).
  - E. Instructions received by the originating carrier prior to receipt of shipment.
2. CONDITIONS:
- A. Request for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request is the party responsible for payment of the freight charges, 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 reshipe, return, or reconsigning a shipment.
  - B. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
  - C. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
  - D. Only y entire shipments, not portions of shipments may be reconsigned.
  - E. An order for reconsignment of a shipment moving under uniform order bill of lading will not be considered valid, unless and until the original bill of lading is for cancellation, endorsed, or exchanged.
  - F. Instruction for reconsignment of COD shipments will be accepted only from the consignor.
  - G. Marking or tagging (See NOTE 6).

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

3. CHARGES:

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

|  |   |   |   |
|--|---|---|---|
| If Reconsignment Results in a Charge:  |   |   |   |
| And Reconsignment Occurs: (See NOTE 7) | In the name of the consignor or consignee with no charge in place of delivery | In the place of delivery within original destination point (See Note 1) | In the destination point (See NOTE 2)   |
| CHARGES WILL BE                        |   |   |   |
| Prior to tender of delivery            | \$45.00 per shipment  | \$45.00 per shipment  | Published tariff rates to and from reconsignment point, but not less than the published through rate from original point of origin to ultimate destination (See NOTE 3 and 8) |
| After tender of delivery               | \$45.00 per shipment  | \$45.00 per shipment  | Published tariff rates to and from reconsignment point, but not less than the published through rate from original point of origin to ultimate destination.                   |

NOTE 1—Charges also apply for reconsignment to points and places outside of the original destination point provided such areas are:

1. Subject to the same line haul rate as the original destination point and:
2. When within the carriers same terminal service area.

NOTE 2—Includes points and places other than those defined in NOTE 1.

NOTE 3—If the change in destination points is requested and instructions are received in time to effect the request change at the origin terminal of the originating carrier the charge will be \$25.00 per shipment in addition to the applicable tariff rate from point of origin to new destination.

NOTE 4—Where a request is made by shipper, before a shipment has left carrier's terminal as point of origin (includes points and places determined by NOTE 1), for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin to relinquish possession thereof to a shipper or to another carrier at carrier's terminal such service is performed, will be subject to a charge of current published rates with a minimum charge of \$45.00 per shipment.

NOTE 5—Upon instructions received by the originating carrier prior to receipt of shipment at point of origin accomplished 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 there for (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of \$30.00 per shipment.

NOTE 6—Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions if ITEM 580 of NMFC or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier, subject to charges for marking or tagging.

NOTE 7—The provisions governing reconsignment "prior to tender of delivery" will only apply when carrier received the request for reconsignment:

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

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

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#### ITEM 830

##### RE-DELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tenders will be made except upon request. Additional tenders or final delivery will be subject to the following provisions: (except as provided in NOTE 1)

1. When one or more additional tenders of final delivery is made at the consignee's place, the shipment will be subject to the following charges for each such tender and for the final delivery:  
Current published rates  
\$50.00 minimum charge; (See NOTE 1)
2. All charges accruing under the provisions of this rule must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is re-delivered.

NOTE 1—On order-notify shipments, the minimum re-delivery charge shall be \$50.00

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#### ITEM 845

##### REFERENCE TO TARIFFS OR PORTIONS

Where reference is made to classifications, tariffs, or portions thereof, such reference will include amendments to or successive issues of such classifications, tariffs, or portions thereof.

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#### ITEM 846

##### REISSUED MATTER, METHOD OF

Matter brought forward without change from a supplement being canceled into another supplement by any other shipment of any description from the same consignor, or shipping agent will be subject to a charge of \$50.00 per shipment in addition to all other lawfully applicable charges or be rated at the applicable 500

pound rate less any applicable discount, whichever results in the lowest possible charge to the customer, carrier's driver will write or stamp "single document," "S/S," "single shipment," "ss," "only shipment" or "one shipment" on all bill of lading copies when such shipments are tendered.

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ITEM 887

SORTING OF SHIPMENTS

When requested, carrier will provide sort and segregate service of shipments, the party requesting the service will be charged \$1.60 cents per piece or 4.75 per cwt whichever is greater, subject to a minimum charges of \$90.00 per shipment.

Sorting is defined as practice requiring articles to be separated or selected as to grades, brands, sizes, colors, flavors, marks, kinds, variety, class, or order of articles, or special storage in vehicle, not necessary or required for the purpose of determining the legal classes or to identify the article separately for rating purpose. (See NOTE 1)

NOTE 1—"Sorting" does not apply to the checking of shipments by the carrier to determine that the shipment tendered to it is correct as to the number of pieces, packages, bundles, or any other unit form of shipment, and where marking is shown as to consignee a delivery address that they coincide with those shown on the shipping order.

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ITEM 890

SPECIAL SERVICE—POWER LIFT GATE SERVICE

When a consignor or consignee requests and is furnished power lift gate service for pickup and/or delivery, the following charges will apply in addition to all other lawful and legal charges assessed against the shipment.  
\$75.00 per shipment

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ITEM 900

STOP-OFF SPLIT PICKUPS OR SPLIT DELIVERIES OF TRUCKLOAD OR VOLUME SHIPMENT

A single shipment subject to truckload or volume rates, or on which charges are paid on the basis of truckload or volume rates, may be stopped for partial loading or for partial unloading, subject to the following provisions:

1. When shipment to be picked up is not available for complete loading at the initial pickup stop, or the shipment requires delivery at more than one site, the vehicle will, at consignor's or consignee's request, be moved to not more than two additional loading or unloading sites.
  2. A vehicle transfer charge of \$50.00 shall be assessed for such transfer of the vehicle from one pickup site to another, or from one delivery site to another, which charge or charges shall be in addition to all other lawful charges to the shipment. Bill of lading or freight bill must bear notation to the effect that split pickup and/or delivery service is requested. Charges are to be paid by the party requesting this service.
  3. The initial pickup stop and the vehicle transfer to each additional loading site, or the final delivery stop and the vehicle transfer to each additional unloading site shall, for the purpose of applying the provisions of ITEM 900, be considered as a single initial pickup, or a single final delivery stop, and not a separate stop, and shall apply whether or not any other services are rendered under ITEM 900.
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ITEM 910

STORAGE

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee, owner, or for custom clearance or inspection, and through no fault of the carrier, 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 a.m., the day after freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7 a.m. the first business day (See NOTE 1) after notice of arrival as provided in ITEM 345 has been given, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given (See Exception).
3. Freight, other than that provided for in Paragraph 4, stored in carrier's possession, will be assessed a charge of \$3.00 per 100 pounds or fraction thereof, subject to the following minimum and maximum charges:

MINIMUM CHARGES: Not less than \$75.00 per shipment

MAXIMUM CHARGES:

| PERIOD   | CHARGES |   |
|--|---------|---|
| For the first 24 hours or fraction thereof           | \$75.00 | Per Shipment or per vehicle if more than one vehicle is used to transport |
| For each additional day after the 24 hour infraction | \$10.00 | Per Shipment or per vehicle if more than one vehicle is used to transport |
|  |         |   |

4. Freight stored in carriers possession which is subject to truckload or volume rates, or which is subject to Exclusive Use of Vehicle or Expedited Service of Capacity Load provisions will be assessed the following charges: (See NOTE 2)

| PERIOD   | CHARGES  |   |
|--|----------|---|
| For the first 24 hours or fraction thereof                     | \$150.00 | Per Shipment or per vehicle if more than one vehicle is used to transport |
| For the second 24 hours or fraction thereof                    | \$175.00 | Per Shipment or per vehicle if more than one vehicle is used to transport |
| For the third and each succeeding 24 hours or fraction thereof | \$275.00 | Per Shipment or per vehicle if more than one vehicle is used to transport |

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee, or owner, or for custom clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

5. Storage charges under the item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, or owner or Customers Official.
6. Storage charges under this item will not apply on the day carrier places the freight in a public warehouse. When carrier does place the freight in a public warehouse, a charge of \$200.00 per 100 pounds, subject to a minimum charge of \$45.00 per shipment and a maximum charge of \$500.00 per vehicle if more than one vehicle is used to transport the shipment will be assessed.

NOTE 1—The term "business day" as used in this item means Monday through Friday excluding holidays.

NOTE 2—When carrier has been given instructions at time of shipment or prior to giving notice of arrival as provided in ITEM 345, then consignee will not accept freight for more than 24 hours, storage charges will begin at 7 a.m. the first business day after arrival at carrier's destination terminal.

EXCEPTIONS:

When carrier notifies consignee before 12:00 Noon on the day the freight is ready to be delivered subject to the provisions of ITEM 500, ICC NMF 100 series (Detention-Vehicle with Power Unit), and the consignee refuses or is unable to accept delivery on the day notified, storage charge as provided in Paragraph 4 of this item will begin from the time consignee was notified and the provisions of Paragraph 2 of this item will not apply.

When carrier must perform this there will be a \$45.00 per bill charge for the service (This fee applies to pick-up and delivery service to areas no open to the public. Churches, schools, convention center and prisons are considered to be limited access areas)

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ITEM 995

WEIGHTS—GROSS WEIGHTS AND DUNNAGE (See Exception)  
(Exceptions to NMFC ITEM 995)

Section 1—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—Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

1. When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation on an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
  2. The labor charge for installation of shipper or carrier furnished material will be at the rate of \$200.00 per hour or fraction thereof, for each man.
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ITEM 1020

CORRECTION OF TERMS

When the consignor, consignee, or third party instructs carrier to change the original bill of lading terms from prepaid to collect, from collect to prepaid, or to add a third party payor, the party giving such instructions will be charged \$20 per shipment.

Change in terms from prepaid to collect, from collect to prepaid, or the addition of a third party payor will not affect the rates, charges, and or discount. The rates, charges, and discounts applicable to the shipment as originally tendered shall be deemed applicable to the shipment after the change in terms.

The party responsible for freight charges after the change in terms must request the change in terms of writing.

No request for change in terms will be honored after 45 days from the date of shipment.

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ITEM 1045

ARTICLES OF EXTRAORDINARY VALUE

See Notes 1 through 5

Unless otherwise provided, articles with an invoice value exceeding \$5 per pound per package will be considered to be or extraordinary value. Articles of extraordinary value will not be accepted for transportation unless shipper/consignor requests excess liability coverage. In the event articles of extraordinary value are inadvertently accepted for transportation without excess liability coverage requested, the maximum liability of carrier shall be \$5 per pound per package, subject to a maximum liability of \$55,000 per shipment.

If shipper/consignor desires to tender a shipment requiring carrier liability in excess or \$5 per pound per package or \$5,000 per shipment, whichever is lower, shipper/consignor must indicate in writing, on bill of lading, at time of shipment, the total dollar amount of coverage requested (See Example) (See NOTE 5). The maximum excess liability is \$50,000 per shipment for a total of \$55,000 when added to the initial maximum coverage.

Carrier will assess an additional charge of 30 cents per \$100 in excess of the initial maximum liability subject to a minimum excess liability coverage charge of \$25. Such charge is in addition to the lawful freight charges otherwise accruing to the shipment. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges.

Total coverage including the initial maximum liability and excess liability coverage will not exceed the full actual value of the goods lost or damaged in transit.

EXAMPLE: Customer requesting additional excess coverage would enter on the bill of lading as follows:

Shipper/consignor hereby requests additional liability coverage. Declared value of the shipment is \$ \_\_\_\_\_.

NOTE 1: In the event tariff MNFC 100 series specifically provides a classification for an article exceeding \$5 per pound, the provisions of this item will not apply.

NOTE 2: When shipments move in international commerce, the following will apply:

1. On shipments moving FROM the United State TO Canada, carrier liability, as it pertains to valuation will be governed by the invoice value of the merchandise being transported.
2. On shipments moving FROM Canada TO United States, carrier liability will be governed by value on the bill of lading. Where no value is declared, the carrier's maximum liability will be \$2 per pound.

NOTE 3: The term "package" as used in this item means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been overpacked in an additional complying package, the carrier's liability will be determined by separately multiplying the invoice value per pound by the weight of each individual package lost or damages and not on the basis of the weight of the total number of packages unitized, strapped, or otherwise fastened together or contained on pallets, platforms, or skids, or overpacked in an additional complying package. This liability is subject to the maximum liability provided in this item.

NOTE 4: This item will not apply when the payer of the freight charges has established neither credit privileges nor a credit account with carrier at time of shipment pick-up. For provisions to apply see ITEM 1070.

NOTE 5: Articles tendered with an invoice value stated on the bill of lading at time of shipment exceeding the actual or released value of the article(s) as provided in tariff NMFC 100 series will not qualify for excess liability coverage.

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#### ITEM1070

##### APPLICATION OF LIABILITY ON ARTICLES HAVING A VALUE EXCEEDING \$5 PER POUND

The provisions of this item apply only when the payer of the freight charges has established neither credit privileges nor a credit account with carrier at the time of shipment pickup.

Articles having an invoice value exceeding \$5 per pound will not be accepted for transportation unless the shipper requests excess liability coverage. Articles inadvertently accepted with an invoice value exceeding \$5 per pound per package, but without excess coverage will be considered to have been released by the shipper at \$5 per pound unless a lesser/lower released value is provided for elsewhere.

In the event of loss and/or damage to any shipment, carrier's liability in excess of \$5 per pound per package, subject to a maximum liability of \$5,000 per shipment, unless the shipper has requested excess liability coverage.

If shipper desires to tender a shipment requiring carrier liability in excess of \$5 per pound per package of \$5,000 per shipment, whichever is lower, and then shipper must indicate in writing on bill of lading at time of

shipment the total dollar amount of excess coverage requested (see Example). The maximum excess liability is \$50,000 per shipment, for a total of \$55,000 when added to the initial maximum coverage.

Carrier will assess an additional charge of \$3 per each \$100 in excess of the initial maximum liability, subject to a minimum excess coverage charge to \$25. Such charge is in addition to the freight charges otherwise accruing to the shipment. Charges are to be paid by the party responsible for payment of the freight charges.

Total coverage will not exceed full actual value of goods lost or damaged in transit.

EXAMPLE: Customer requesting \$20,000 additional excess coverage would enter on the bill of lading as follows:

“\$20,000 excess liability coverage requested”

Or

“Excess liability coverage requested: \$20,000”

NOTE 1: The term “PACKAGE” as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped, or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, carrier’s liability will be determined by separately multiplying the invoice value times the weight of each individual package lost or damaged and not on the basis of the weight of the total number of packages unitized, strapped, or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

NOTE 2: When shipments move in International Commerce the following will apply:

1. On shipments FROM the United States TO Canada, carrier liability, as it pertains to valuation will be governed by the invoice value of the merchandise being transported.
2. On shipments FROM Canada TO the United States, carrier liability will be governed by the value on the bill of lading. Where no value is declared, the carrier’s maximum liability will be \$2 per pound.

NOTE 3: All used items and/or packages carry a released value of 10 cents per pound.

NOTE 4: All packages under skid pricing is subject to a released value of \$1 per pound with no exceptions.

NOTE 5: Carrier liability for labor costs on claims is set at \$35 per hour maximum.

NOTE 6: All glass carry a released value of 10 cents per pound.

NOTE 7: All uncrated machinery carries a released value of 0.00.

NOTE 8 All bag products carry a \$1.00 per pound liability.

Item 1080

#### MAXIMUM LIABILITY – FREIGHT OF ALL KINDS (FAK) PALLET RATES & SPOT QOUTES

Carrier’s liabilities on any shipment for loss and damage to any article(s) or part(s) thereof for which the charges are determined by class exceptions ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the article(s) lost damaged or destroyed; (2) limited liability provisions of the Bill of Lading; or (3) applicable limited provision of the NMFC (note1) whichever is less, subject to the Maximums by exemptions class as shown below, unless a higher value is declared and additional charges are paid.

| CLASS EXCEPTION | MAXIMU LIABILITY |
|-----------------|------------------|
| 50              | \$1.00           |
| 55              | \$1.00           |
| 60              | \$2.00           |
| 65              | \$2.50           |
| 70              | \$3.00           |

|              |        |
|--------------|--------|
| 77.5         | \$4.00 |
| 85 AND ABOVE | \$5.00 |

ITEM 1095

APPLICATION OF RELEASED VALUE WHEN NONE IS SHOWN ON THE BILL OF LADING

When shipper fails or declines to execute the released value statement required in the NMFC items, shipment not be accepted, but if shipment is inadvertently accepted, it will be considered as being released to the low valuation provided in the released value rating ITEM 1070 in PANAMA RULES TARIFF 125 and the shipment will move at such limitation liability:

| NMFC ITEMS |        |        |
|------------|--------|--------|
| 49825      | 100240 | 144900 |
| 71000      | 110820 | 149420 |
| 88070      |        | 161850 |

ITEM 1110

MAXIMUM LIABILITY – ARTICLES OF EXTRAORDINARY VALUE

| LIMITED LAIBILITY PER POUND | DESCRIPTION OF COMMODITIES                                | MAXIMUM LIABILITY PER OCCURRENCE |
|-----------------------------|---|----------------------------------|
| \$0.00                      | UNCRATED MACHINERY  | \$0.00                           |
| \$0.10                      | MIRRORS, GLASS GLASSWARE OR SHIPMENTS CONTAINING GLASS    | \$1000                           |
| \$1.00                      | COMPUTERS, COPIERS, CELLULAR DEVICES AND THEIR COMPONENTS | \$5000                           |
| \$1.00                      | CIGARS, CIGARETTES AND SMOKELESS TOBACCO PRODUCTS         | \$5000                           |
| \$1.00                      | FURNACES, HOUSE HEATING AND AIR CONDITIONING EQUIPMENT    | \$5000                           |
| \$1.00                      | FURNITURE   | \$5000                           |
| \$1.00                      | PLASMA TV'S , LCD, AND OTHER TELEVISION PRODUCT           | \$5000                           |

ITEM 1120

PROHIBITED OR RESTRICTED ARTICLES

1. Property of extraordinary value
  - A. Unless otherwise provided, the following will not be accepted for shipment not as premiums accompanying other articles. The provisions of PANA 125 series, ITEM 1045 will not apply in connection with the below listed articles:

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

B. Except as provided in Paragraph A, articles or extraordinary value, as defined in PANA 125 Item 1045, will be accepted for shipment or as premium accompanying other articles, providing the shipper requests excess liability coverage as provided in PANA 125 Item 1045.

C. Freight liable to damage other freight or equipment.

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, for lack of suitable equipment, be refused.

NOTE 1—Monetary coins will not be accepted as premiums with other articles except as authorized in NMF 100 ITEM 310.

NOTE 2—United States mail will be accepted when the consignor and consignee are United States Post Offices.

NOTE3—Except U.S. Internal Revenue Distilled Spirit Stamps, which will be accepted in truckload or volume shipments only.

NOTE 4—Except antique furniture subject to NMF 100 ITEMS100240, 100260, and 149420.

ITEM 1125

FUEL RELATED INCREASE

All charges for line haul transportation resulting from rates and/or charges named in tariffs referring to this master tariff, or as amended, or as may be amended subsequent, hereto, are hereby or will on their effective dates be increased by the percentage increases provided below for the period this tariff is in effect.

In applying the provisions of this first determine the applicable line haul charge including all applicable increases and/or discounts, if any, except as otherwise provided. The line haul charges so determined will be subject to the percentage increase provided below. Dispose of fractions by dropping fractions of less than one-half cent, and increasing to the next whole cent those fractions of one-half cent or greater.

The surcharge is based on the national average diesel fuel price computed by the Energy Information Administration and will be adjusted according to the formula shown below. Charges will become effective on Monday and will be based on the average price for the previous Monday. In the event the Energy Information Administration does not update the average price on Monday, adjustments will be made based on the next computation. The current diesel fuel price can be obtained from the Energy Information Agency at (202) 586-6966. Prior to application of the formula, the national average price will be rounded to the nearest whole cent by dropping fractions of less than one-half cent and increasing to the next whole cent those fractions of one-half cent or greater.

FUEL RELATED INCREASE

| National Diesel Fuel Index |               | Fuel Surcharge Amount |     |
|----------------------------|---------------|-----------------------|-----|
| At Least                   | But Less Than | LTL                   | TL  |
| 1.01 cents                 | 1.10 cents    | 6%                    | 6%  |
| 1.11 cents                 | 1.20 cents    | 7%                    | 7%  |
| 1.21 cents                 | 1.30 cents    | 8%                    | 8%  |
| 1.31 cents                 | 1.40cents     | 9%                    | 9%  |
| 1.41 cents                 | 1.50 cents    | 10%                   | 10% |
| 1.51 cents                 | 1.60 cents    | 11%                   | 11% |
| 1.61 cents                 | 1.70 cents    | 12%                   | 12% |
| 1.71 cents                 | 1.80 cents    | 13%                   | 13% |
| 1.81 cents                 | 1.90 cents    | 14%                   | 14% |
| 1.91 cents                 | 2.00 cents    | 15%                   | 15% |
| 2.01 cents                 | 2.10 cents    | 16%                   | 16% |



LATE PAYMENT FEE..... 1.5%  
MINIMUM PENALTY FEE..... \$2.33

- B. The debtor will have up to fifteen (15) calendar days, from the date of notification, to present payment in full.
  - C. Non-payment after this time period, will result in the debtor forfeiting all discounts shown on each freight bill.
3. If carrier elects to proceed with legal action or place delinquent charges with an outside collection agency, a 30 percent (30%) collection fee, calculated on the gross charges, will be applied to each delinquent invoice.
  4. The debtor will be the consignor for PREPAID shipments; the consignee for COLLECT shipments; or a third party.

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ITEM 1160

SHIPMENT DOCUMENTATION

1. Each shipment accepted for transportation shall move on:
  - A. A Uniform Domestic Motor Carrier Straight Bill of Lading, as published in the National Motor Freight Classification or,
  - B. Such other documents as shipper and carrier may specifically agree in writing to use.
2. A driver's signature on a bill of lading, other than that is published in the National Motor Freight Classification or such document that has been agreed to by duly authorized representatives of carrier and shipper, only acknowledges receipt of the freight and does not bind carrier to any terms or liability other than those contained in the uniform domestic motor carrier straight bill of lading a published in the National Motor Freight Classification.

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ITEM 1170

QUOTATION 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 the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to carrier.
2. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than approximation of freight charges which is not binding either on the carrier or the shipper.
3. All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith.

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ITEM 1180

CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1<sup>st</sup> Revised Page." A revised page cancels any uncanceled revised or original pages which bear the same item number.

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ITEM 999999

EXPLANATION OF ABBREVIATIONS

|         |   |
|---------|---|
| AQ      | Any Quantity  |
| CFR     | Code of Federal Regulations   |
| Co      | Company   |
| COD     | Collect on Delivery   |
| Col     | Column  |
| Concl'd | Concluded   |
| Cont'd  | Continued   |
| Cou     | County  |
| d/b/a   | Doing business as   |
| ICC     | Interstate Commerce Commission  |
| Incl    | Inclusive   |
| I&S     | Investigation and Suspension  |
| KD      | Knocked Down  |
| LTL     | Less than truckload   |
| MF      | Motor Freight   |
| Min. Wt | Minimum Weight  |
| NMF     | National Motor Freight Traffic Association, Inc., Agent   |
| NMFC    | National Motor Freight Classification, as provided in Item 100  |
| No      | Number  |
| NOI     | NOI, as used in connection with an article or articles, includes only the articles which are embraced by the same NOI description in the governing classification |
| Sec     | Section   |
| St      | Street or Saint   |
| Sup     | Supplement  |
| Thru    | Through   |
| TL      | Truckload   |
| USC     | United States Code  |
| Via     | By the way of   |
| Viz     | Namely  |
| Vol     | Volume  |
| &       | And   |
| \$      | Dollar  |