



## **XPO Logistics Freight**

NAMING RULES,  
REGULATIONS, RATES  
AND CHARGES FOR  
ACCESSORIAL SERVICES

TARIFF  
CNWY 199-AG.3

*Effective **November 7, 2022***

APPLYING BETWEEN POINTS  
IN THE UNITED STATES, CANADA,  
AND PUERTO RICO

*For Governing Publications, see Item 1.*

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## Section 1 RULES AND REGULATIONS

### Governing Publications

### Item 1

This tariff is governed, except as otherwise provided herein, by the following described tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:

Publication	Issuing Agent or Carrier	Reference
XPO Logistics Freight, Inc. Base Rates	XPO Logistics Freight, Inc.	CNWX 599
XPO Logistics Freight, Inc. Fuel Surcharge	XPO Logistics Freight, Inc.	CNWX 190
XPO Logistics Freight, Inc. Volume Shipment Pricing	XPO Logistics Freight, Inc.	CNWX 129
XPO Logistics Freight, Inc. Hawaii	XPO Logistics Freight, Inc.	***CNWX 350
XPO Logistics Freight, Inc. Alaska	XPO Logistics Freight, Inc.	***CNWX 351
XPO Logistics Freight, Inc. Puerto Rico	XPO Logistics Freight, Inc.	***CNWX 300
Hazardous Materials Regulations	U.S. D.O.T.	CFR Title 49
Mileage Guide (Point-to-Point)	Rand McNally	MileMaker
National Five-Digit United States ZIP Code Directory	United States Postal Service	---
National Six-Character Canadian Postal Code Directory	Canada Post Corporation	---
National Motor Freight Classification	National Motor Freight Traffic Association, Inc.	** NMF 100

\*\* Governs to the extent provided in Tariff CNWX 199 Item 8.

\*\*\* In the event of a conflict between the terms and conditions of this CNWX 199 and the referenced tariff effective on date of shipment, the referenced tariff effective on date of shipment shall control.

For the most current version of this or any other tariff, please visit our website <http://xpo.com/solutions/transportation/less-than-truckload-1tl>. In the event of a conflict between a printed tariff and the version posted on the website, the tariff's website version shall control.

### Definitions

### Item 2

- (1) **ACCESSORIAL RATES & CHARGES:** Additional fees assessed on a shipment, due to additional services requested by the shipper, consignee or third party, of the Carrier beyond the normal services included in the Carrier's gross price including linehaul, pickup, and delivery service.
- (2) **BUSINESS DAY OR BUSINESS HOURS:** Except as otherwise provided in individual items of this tariff, the terms "business day" or "business hours" mean that time (8 AM to 5 PM local time) during which operations are generally conducted by the Carrier at the point where the service is performed. The terms "business day" or "business hours" will not include Saturdays, Sundays, or Holidays as defined in this item.
- (3) **LEGAL HOLIDAYS:**

UNITED STATES		CANADA	
New Year's Day	Thanksgiving Day	New Year's Day	Canada/Dominion Day
Memorial Day	Day After Thanksgiving	Good Friday	Labor Day
Independence Day	Christmas Eve	Victoria Day	Thanksgiving Day
Labor Day	Christmas Day	St. Jean Baptiste Day (QC)	Christmas Day
		Civic Holiday (except QC)	Boxing Day

- (4) **DISCOUNT:** Negotiated percentage reduction from Linehaul Charge.
- (5) **GROSS PRICE:** Rates and charges on the freight bill tabulated by multiplying the negotiated rates times the weight per shipment, excluding any discounts, accessorials or surcharges. Linehaul Charge is equal to the Gross Price.
- (6) **NET PRICE:** This is the Gross Price less any applicable Discount.
- (7) **SHIPMENT:** Except as otherwise provided, a “shipment” is a lot of freight received from one shipper at one location and time, for one consignee at one destination, covered by one bill of lading, whose weight includes all packaging, wrapping, and pallets used in the shipment.
- (8) **SINGLE SHIPMENT:** The term “Single Shipment” means only one shipment is tendered from one shipper, at one location and time, for one consignee at one destination, covered by one bill of lading or shipping receipt.
- (9) **SURCHARGES:** Additional fees assessed on a shipment due to costs to the Carrier in such areas as fuel and declaration of excess value.
- (10) **TOTAL PRICE:** Sum total of net price, plus accessorials (if any) and surcharges (if any).
- (11) **VEHICLE:** Wherever the term “trailer,” “vehicle,” or “vehicles” is used, such terms will have reference to either a trailer which does not exceed fifty three (53) feet in length, or two (2) trailers, each of which does not exceed 29 feet in length. The term “doubles-trailer” means a trailer not exceeding 29 feet in length.
- (12) **TRUCK UNIT:** The term “truck unit” shall be understood as meaning a truck, truck and trailer combined, a tractor and a semi-trailer, or a tractor and two semi-trailers, each not exceeding 29 feet in length.
- (13) **IMPORT:** Except as otherwise specifically provided, the term “import” or “import traffic” shall be understood as meaning any traffic having a prior movement from a country outside the destination country.
- (14) **EXPORT:** Except as otherwise specifically provided, the term “export” or “export traffic” shall be understood as meaning any traffic having a subsequent movement to a country outside the origin country.
- (15) In the application of this tariff, the terms LTL, AQ, and TL shall be defined as follows:
  - (a) **LTL** — ‘Less than Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 19,999 pounds or less.
  - (b) **AQ** — ‘Any Quantity’ shall mean all shipments subject to AQ class in the NMFC, weighing or rated as 19,999 pounds or less.
  - (c) **TL** — ‘Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 20,000 pounds or more.
- (16) **MINIMUM CHARGE:** The minimum level for linehaul charges for a shipment, including discount or other price reductions that may otherwise be applicable. The minimum charge level may vary between origin/destination pairs. This charge is not to be interpreted as a single level of charge for shipments of a defined weight between any origin and any destination.
- (17) **ABSOLUTE MINIMUM CHARGE:** The Absolute Minimum Charge, as specifically provided in some tariff items, is not subject to further discount or reduction and is the absolute floor or lowest charge that can be applied.
- (18) **THIRD PARTY:** A person or entity, with either apparent or direct authority over the shipment, but whom is neither the shipper nor the consignee on a Bill of Lading for a shipment.
- (19) **BILL TO:** A person or entity designated as "Bill To" (BT) on the Bill of Lading who is the shipper or the consignee and not a Third Party.
- (20) **LUMPER SERVICE:** Any third party service required by shipper or consignee to provide loading and/or unloading services from the Carrier’s vehicle at a shipper’s or consignee’s facility.
- (21) **BILL OF LADING:** The document signed by the Carrier evidencing the receipt of goods for shipment. In the event of a conflict between the terms and conditions on the Bill of Lading and Carrier’s tariff, CNWY-199, Carrier’s tariff shall control.

## Participants

## Item 3

Carriers participating in this tariff are as follows:

XPO Logistics Freight, Inc.	MC- 165377	US DOT #241829	CNWX
XPO Logistics Freight Canada Inc.	MC- 370621	US DOT# 838885	CWQC

## Priority of Rates and Charges

## Item 4

Except as otherwise provided, when the shipper, consignee, or a third party, each has a duly negotiated discount, commodity rate, contract rate, or allowance applicable to its linehaul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority of application shall apply whether or not the total charges are higher, lower, or unchanged from those that might result if provisions applicable to a non-paying party were applied.

When a party, other than the shipper or consignee on the Bill of Lading, is responsible for paying freight charges, such party is known as the "Third-Party" (TP) and the billing procedure is known as "Third-Party Billing" (TPB) subject to the following conditions.

- A. The TP name and address must appear in the body of the Bill of Lading and shipping order at time or original tender.
- B. The TP and the shipper or consignee may not be affiliated.
- C. The TP may not be the majority owner of the shipper or consignee.
- D. The TP may not be the paying agent of the shipper or consignee.

Shipments qualifying for TPB may move either prepaid or collect.

When a party on the bill of lading is affiliated with either the shipper or consignee and is responsible for paying freight charges, such party is a "Bill To" (BT). *Payment terms will be changed from prepaid to collect if the BT and consignee are affiliated, or from collect to prepaid if the BT and shipper are affiliated.*

**Priority of rates: The priority of the rates will be as outlined in the following chart with the first rate listed being applied if such a duly negotiated rate program is in place and if not, then the next listed rate program will apply. If no program is in effect, then the default program will apply. PPD is prepaid and COL is collect.**

- (1) No invoicing instructions (i.e. Bill To not completed): PPD
  - (a) Use the shipper's outbound PPD program
  - (b) Use consignee's inbound PPD program
  - (c) Use default CNWY 599 rates and charges effective on date of shipment
- (2) No invoicing instructions (i.e. Bill To not completed): COL
  - (a) Use consignee's inbound COL program
  - (b) Use the shipper's outbound COL program
  - (c) Use default CNWY 599 rates and charges effective on date of shipment
- (3) Invoicing Instructions – Bill To: PPD
  - (a) If Bill To is an address for the shipper:
    - (i) Use the shipper's outbound PPD program
    - (ii) Use the shipper's Bill To program
    - (iii) Use consignee's inbound PPD program
    - (iv) Use default CNWY 599 rates and charges effective on date of shipment

- (b) If Bill To is an address for the consignee:
  - (i) Use the consignee's inbound COL program
  - (ii) Use the consignee's Bill To program
  - (iii) Use the shipper's outbound COL program
  - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (4) Invoicing Instructions – Bill To: COL
  - (a) If Bill To is an address for the consignee:
    - (i) Use the consignee's inbound COL program
    - (ii) Use the consignee's Bill To program
    - (iii) Use the shipper's outbound COL program
    - (iv) Use default CNWY 599 rates and charges effective on date of shipment
  - (b) If Bill To is an address for the shipper:
    - (i) Use the shipper's outbound PPD program
    - (ii) Use shipper's Bill To program
    - (iii) Use consignee's inbound PPD program
    - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (5) Invoicing Instructions – 3rd Party or "Bill To" address other than shipper or consignee: PPD
  - (a) Use 3rd party program
  - (b) Use the shipper's outbound PPD program
  - (c) Use consignee's inbound PPD program
  - (d) Use default CNWY 599 rates and charges effective on date of shipment
- (6) Invoicing Instructions – 3rd Party or "Bill To" address other than shipper or consignee: COL
  - (a) Use the 3rd party program
  - (b) Use the consignee's inbound COL program
  - (c) Use the shipper's outbound COL program
  - (d) Use default CNWY 599 rates and charges effective on date of shipment

Where:

- "In care of party" is defined as party authorized by owner to ship/receive goods.
- All shipments will be presumed as PREPAID unless specifically designated as COLLECT on the Bill of Lading.
- If shipment is moving to points outside of the continental United States or Canada, such as Alaska, Hawaii or Puerto Rico, then applicable shipper pricing is applied. If shipper has outbound COL pricing then it will apply under these circumstances.
- For purposes of this rule, the payer of prepaid charges shall be determined at the time shipment is tendered, notwithstanding that a change in payer may be made by entity that states they are the debtor of the freight charges, subject to provisions outlined in Item 205.

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## Arrival Notice and Undelivered Freight

## Item 5

### Arrival Notice:

- (1) Actual tender of delivery at consignee's address as shown on the Bill of Lading constitutes the notice of the arrival of a shipment except for shipments consigned to private residences, as defined in Item 224.
- (2) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.
  - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail, email or telefax.
  - (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 8:00 A.M. on the first business day after it was mailed.

### Undelivered Freight:

- (1) If a shipment cannot be delivered because of the consignee's refusal or inability to accept it at the time Carrier makes an arrival notice, the consignee and shipper will be jointly and severally liable for all storage and special handling charges applied, regardless of whether the bill of lading is Prepaid or Collect.
- (2) Undelivered shipments will be subject to applicable storage or detention charges.
- (3) If Carrier does not receive disposition instructions within twelve (12) days from the date of the Final Notice of Freight On-Hand, Carrier may sell the freight and apply the proceeds to the accrued charges. Carrier shall not be liable for any loss or injury to any undelivered freight however caused, unless such loss or injury resulted solely from the failure of Carrier to exercise reasonable care.

## Bill of Lading and Driver Signature

## Item 6

The signature of a Carrier Freight Driver/Sales Representative on any Bill of Lading other than a Carrier's Bill of Lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document. Unless there is a written agreement, separate from the Bill of Lading, signed by shipper and Carrier, then the Carrier Freight Bill of Lading Terms and Conditions will apply.

## Bill of Lading - Terms and Conditions

## Item 7

The following terms and conditions appear on the Carrier's Bill of Lading. They are printed below for convenience and reference. These terms apply to all pricing agreements where this tariff is used as a governing publication.

**Notice:** Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff CNWY-199 in effect at time of shipment, which is available on line at <http://xpo.com/solutions/transportation/less-than-truckload-1tl> or may be obtained by request to Carrier. Shipment is subject to the release value provisions of the NMFC as set forth in paragraph 2 on the reverse side of the Bill of Lading. **Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages.**

**Carrier liability with shipment originating within the United States:** Carrier's liability shall be based on actual NMFC class of the shipment and is limited between \$3.00 and \$5.00 per pound as set forth in Tariff CNWY-199 in effect on the date of the shipment. Carrier's liability for all household goods, personal effects, and articles other than new, including, but not limited to, used, remanufactured or refurbished articles shall not exceed \$0.10 per pound per



individual lost or damaged piece within the shipment. Carrier's highest level of liability is \$5.00 per pound per individual lost or damaged piece within the shipment, subject to \$100,000.00 maximum total liability per shipment (or \$10,000.00 per shipment for household goods). Shipper may increase Carrier's limits of liability for shipments originating within the United States if the Shipper requests excess value liability on the Bill of Lading in the Special Agreement box below, declares value, and agrees to pay an additional charge by initialing where indicated. In no event shall Carrier be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. In no event shall Carrier liability exceed the actual destination value of the goods at the time of shipment. Total excess value liability requested cannot exceed \$100,000.00 per shipment (or \$10,000.00 per shipment for household goods).

**Carrier liability with shipment originating within Canada:** Unless the Shipper completes the Special Agreement box below, declares value, and agrees to pay an additional charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00, and provided further that Carrier's liability on household goods, personal effects articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents (\$0.10) (CAN) per pound per individual lost or damaged piece within the shipment.

<p><b>SPECIAL AGREEMENT:</b> To request excess value liability for shipments originating in the United States and Canada this section must be completed. Excess value liability requested is hereby specifically stated by the Shipper to be in total USD \$ _____, or CAN \$ _____, and Shipper agrees to pay an excess value liability charge: _____ (Shipper's Initials).</p>
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Where the NMFC classification is dependent on value, shippers are required to state specifically below in writing the declared value of the property as follows: The declared value of the property is specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_, subject to \$100,000.00 maximum total liability per shipment (or \$10,000.00 per shipment for household goods). This does not constitute a request for excess value liability unless the SPECIAL AGREEMENT box above is completed and initialed.

**Shipper's Certification:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

**Shipment Received:** The shipment is received subject to Tariff CNWY-199, Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices in effect on the date of issue of this Bill of Lading, as well as the National Motor Freight Classifications (NMFC), the Hazardous Materials Transportation Regulations (Title 49 — CFR, Subtitle B, Chapter 1, Sub Chapter AC), and the Household Goods Mileage Guide (HHGB 105 Series), for shipments originating in the United States; and the Canadian Motor Vehicle Transport Act, the Transportation of Dangerous Goods Act, and the regulations in force in the provincial jurisdiction at the time and place of the shipment for shipments originating in Canada. The property described on this Bill of Lading is in apparent good order, but only to the extent that it is unconcealed and visible without further inspection and except as noted or marked. The property is consigned and destined as indicated above. The word Carrier is defined throughout this contract as meaning any person or corporation in possession of the property under this contract. It is mutually agreed as to Carrier and each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all of this Bill of Lading's terms and conditions in effect on the date of shipment, including, but not limited to, the "Terms and Conditions" listed on the back side of this Bill of Lading.

## "Terms and Conditions"

- 1) Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Tariff CNWY-199, and Carrier's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.
- 2) Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill

of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199 shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less, subject to \$100,000.00 maximum total liability per shipment (or \$10,000.00 per shipment for household goods).

- 3) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of goods, or any cause beyond Carrier's control.
- 4) The Shipper, Consignee, and their agents including but not limited to a Broker and or any Third-Party Logistics Management provider shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for services from the Shipper, or require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.
- 5) The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
- 6) Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
- 7) Carrier shall provide on request of the Shipper, a written or electronic copy of the rate, classification, rules, and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
- 8) Unless otherwise agreed upon by Carrier in writing, all payments due hereunder shall be made within fifteen (15) calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of the invoice, or within a time period agreed to by the parties in writing, are considered delinquent.

Carrier shall assess a late fee of 1.5% of the total invoice balance at the time of application, subject to a minimum charge of \$10.00 per shipment every 30 calendar days beyond terms.

When shipments are assigned or placed with a collection agency, attorney or authorized agent for collection, all discounts are revoked, and the Payor is required to pay the Carrier's full undiscounted rate based on tariff CNWY599 and class rates applicable on the date of the shipment. The difference between the discounted and full undiscounted rate constitute the Carrier's liquidated damages for its collection efforts.

- 9) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges or submit such claim to arbitration. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods. Carrier shall not be held liable in any binding arbitration as set forth in NMF 100, Item 300530, unless such arbitration is submitted no later than thirty (30) days after the parties are unable to informally resolve the dispute or claim, but in no event shall such submission be allowed after 210 days of the date of the original bill.

10) Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.

11) Filing of Claims: Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by Carrier within nine (9) months (sixty (60) days for shipment originating in Canada) after the date of delivery of such goods to the consignee, or port of export, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law, against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof. Carrier shall not be held liable in any binding arbitration as set forth in NMF 100, Item 300160, unless such arbitration is submitted no later than thirty (30) days after the Carrier has provided written notice that they are either unwilling or unable to informally resolve the dispute or claim.

Claims based on concealed loss or damage must be reported to Carrier within fifteen (15) days of the date of delivery. Claims filed on shipments with a clear delivery receipt (as concealed damaged) will be declined. If Carrier is not provided an opportunity to inspect alleged concealed loss or damage, the concealed damage claim will be declined. The claimant must offer sufficient evidence to Carrier's representative when inspection occurs to demonstrate by a preponderance of the evidence that loss or damage occurred while the shipment was in the possession of the Carrier. Claimant must maintain the shipping container and its contents in the same condition they were in when damage was discovered, to the extent possible, until Carrier inspection occurs.

12) Property not picked-up by the party entitled to receive it within the free time allowed by Tariff CNWY-199 and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given; or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage terms and charges as listed in Tariff CNWY-199 Item 231, and Carrier's liability for loss and damage shall convert to that of a warehouseman. The owner, Shipper, and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.

Instructions on completing the "Bill To" Section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee, or any other party of joint and severally liability for the payment of charges.

## **National Motor Freight Classification (NMFC) Item 8**

The ratings, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other provisions or conditions published in this Tariff, abrogate and supersede those in the NMFC, which conflict.

When the rates or ratings in this Tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other conditions, the rates or ratings which are prescribed in such commodity items or exceptions to the NMFC, shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements, or other provisions or conditions) prescribed therefore, in connection with the ratings in the NMFC on the same commodity.

Where descriptive headings or individual listings shown in this Tariff correspond to the descriptive headings or individual listings used in the NMFC, such descriptive headings or individual listings will be understood to include all notes or other qualifying statements which appear in connection with such corresponding headings or listings in the NMFC. Where notes or other qualifying statements in the NMFC refer only to "Classes," such reference will also be taken to refer to "Classes" in this Tariff.

## Classification of Combined Articles (exception to NMF 100, Item 422)

## Item 9

When not specifically classified in the governing classification or specifically described in this Tariff, articles which have been combined or attached to each other, will be charged at the rate provided for the highest rated articles of the combination. On a shipment subject to the volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

## Rate Quotes

## Item 10

- (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 an 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 tariff provisions in effect at the time of shipment, as applicable to the weight, commodity, or commodities shipped, and transportation and related services performed in connection therewith.
- (4) All transportation charges on a shipment may be subject to Volume Shipment Pricing.

## Exclusive Use (exception to NMF 100, Item 595)

## Item 11

### **SECTION 1—Control of Vehicle or Pup trailer (A Pup trailer is defined as a 28 foot trailer that can be hooked in tandem with a second 28 foot trailer)**

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

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

### **SECTION 2—Exclusive Use of Vehicle or Pup trailer**

When the exclusive use of a vehicle or pup trailer is provided by the Carrier at the request of shipper or consignee, the following provisions will apply:

- (1) The request must be completed through the company sales person to receive quote and control number.
- (2) The bill of lading must contain the control number from the exclusive use quote in order to receive the price given. Exclusive use price is good for normal business hours on the day received only.
- (3) Carrier shall provide to Customer a pup trailer for the Customer to load its goods up to a max weight of 20,000 pounds. Customer is responsible to load and protect the goods after loading in such a manner that normal transportation will not injure the goods and as such that the trailer is legal for transport. The Consignee shall be responsible for unloading the goods. The pup trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph (4).

- (4) In the event a lock or seal has been removed from a pup trailer, the Carrier will immediately re-lock or re-seal the pup trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
- (5) Except as otherwise set forth herein, Carrier has no liability for damage to any goods shipped unless Carrier is negligent in its transportation. In such cases, Carrier's liability shall be subject to provisions as noted in CNWY 199, Accessorial Rates and Charges, item 25, Cargo Liability Statement.
- (6) Charges are to be paid or guaranteed by the party requesting the services. Failure to make payment of charges for services performed hereunder will result in penalties and charges.

## Freezable Protection

## Item 12

The Carrier will not be responsible for damage to shipments of any commodities requiring protection from heat or cold if said damage results from a delivery delay due to: (i) the need for a delivery appointment, (ii) notification prior to delivery, (iii) any other delay in delivery not directly attributable to negligence on the part of the Carrier, (iv) if the shipment is refused by the consignee, or (v) if shipper insists on a pickup when Carrier has declared an embargo on temperature sensitive commodities. Claims for loss or damage filed with a clear delivery receipt (as concealed damage) will be declined.

**Freezable Protection Service:** Offered October 1 through April 30. Applies to shipments that can be picked up Monday through Thursday with delivery on Tuesday through Friday of that same week and depends on the availability of sufficient and proper equipment. No weekend, holiday layovers or Friday pickups. Carrier will use cargo heaters, blankets, and other equipment as may be available at the local service centers. Carrier will charge \$3.25 per cwt, subject to a minimum charge of \$42.00 per shipment. Carrier reserves the right to suspend.

## Currency Exchange and Payment of Charges

## Item 13

For purposes of determining the rates of exchange for shipments between the United States and Canada the following will apply:

The rate of exchange between the United States currency and the Canadian currency shall be calculated by Carrier utilizing a market currency exchange rate that is updated on a daily basis (excluding weekends and holidays on which the markets are closed), which will govern shipments picked up for that same day. Should the governing day fall on a day where no exchange rate is available, the exchange rate for the preceding quoted day will govern.

## Minimum Charge – Household Goods and/or Personal Effects

## Item 14

The minimum charge for an LTL shipment of household goods or personal effects, other than military personal effects moving on a Government Bill of Lading, as described in NMF 100, Item 100200, will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination.

## Mixed Commodity Shipments (exception to NMFC Rules Item 640, Section 3)

## Item 15

The provisions of Item 640, Section 3 of NMF 100 do not apply.

Unless otherwise provided, a shipment which consists of articles subject to more than one commodity description of articles, and where one or more articles are not accurately identified on the Bill of Lading, the shipment will be rated at the applicable class shown below based on the density of the total shipment.

The total cubic feet each shipment occupies will be determined in accordance with the provisions of Section 8 of Item 110 in the NMF 100 series, except that a minimum vertical dimension of 96 inches shall be used to determine the cube of any article which is 75 inches or greater in height unless exceeded by the actual measurement(s).

Density will be calculated utilizing the total weight of the shipment divided by the total cubic feet of the entire shipment as determined above.

Where articles are unitized with a pallet, platform, rack, or skid; the pallet, platform, rack or skid constitutes the shipping package or a part thereof and shall be included in the computation of density.

Notwithstanding the applied class, any article that is subject to the released value provisions of the NMFC in effect on date of shipment shall be considered released at the lowest released value stated therein.

Density (PCF)	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

When properly describing the commodity(s) contained in a shipment, customers may separate a line item description on the Bill of Lading for the pallets, platforms, racks or skids. The weight of pallets, platforms, racks or skids must be shown on the Shipping Order and Bill of Lading and will be charged for at the lowest class applicable to any article comprising not less than 5 percent of the weight unitized on such pallets, platforms, racks or skids.

## Pickup and Delivery

## Item 16

Except as otherwise provided, rates in tariffs making reference to this Tariff include one pickup and loading, and one delivery and unloading, or one tender for delivery of a shipment at one site by the Carrier during business hours (see Item 225 for Pickup or Delivery Service—Saturdays, Sundays, Holidays or After Business Hours) are subject to the provisions indicated below:

- (1) **PICKUP:** At the request of the shipper, the Carrier will furnish and place Carrier's vehicle at the loading site designated by the shipper to pick up a shipment tendered for transportation.
- (2) **DELIVERY:** The delivery of a shipment by the Carrier to the place of delivery specified on the bill of lading will include the placing of Carrier's vehicle at the delivery site designated by the consignee.
- (3) Where consignee requires the Carrier to assemble and drop-deliver consolidated trailer loads for consignee to unload, the Carrier will comply. All shipments will be checked and verified by the Carrier prior to loading. Each shipment will be manifested on the drop trailer manifest. The trailer will be sealed and tendered to the consignee along with the manifest and the delivery bills. The consignee will sign the manifest and Carrier will retain a signed copy of the drop manifest along with the control copies of the delivery receipts. At this time, all shipments shown on manifest will be considered delivered, in the amount as documented by Carrier. Consignee will return delivery receipts and completed manifests to Carrier within 48 hours. Where consignee takes exception, and there is a conflict between consignee's and Carrier's documentation, consignee must provide conclusive and substantial evidence of Carrier negligence. In the absence of such evidence the Carrier's documentation will maintain its veracity, and Carrier liability will not be established, except as indicated on Carrier's documentation.

## Loading/Unloading by Carrier

## Item 17

- (1) **LOADING BY CARRIER:** Freight tendered for loading shall be so situated by the shipper as to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for Carrier to place its vehicle for loading (see Note 1). Loading includes stowing and counting of the freight in or on the Carrier's vehicle. (See Item 216 for Inside Delivery).  
Carrier will furnish only one employee per vehicle for loading, be it the driver, helper or any other Carrier employee or its designated agent except as provided in Item 214 (Extra Labor—Loading).
- (2) **UNLOADING BY CARRIER:** Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Note 1). Unloading includes the counting and removal of the freight from the position in which it is transported in or on the Carrier's vehicle. (See Item 216 for Inside Delivery).  
Carrier will furnish only one employee per vehicle for unloading, be it the driver, helper or any other Carrier employee or its designated agent except as provided in Item 214 (Extra Labor—Unloading).

Note 1: Freight shall be deemed to be immediately adjacent to a space suitable for Carrier to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. If a parking space suitable for Carrier to place its vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used. When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for Carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor Carrier.

When shipper assigns to two or more Carriers designated spaces in 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 designated spaces will be considered immediately adjacent to such parking space.

## Prepayment and Guarantee of Charges

## Item 19

(Refer to Item 207 for payment terms)

When instructions are received by a Carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the Bill of Lading.

When a collect shipment is consigned to a party at one point or site with instructions to collect freight charges from another party at the same or a different point or site, such shipment will be accepted only when the shipper guarantees the freight charges on the Bill of Lading.

A shipment on which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with the Carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so.

- (1) All ocean charges must be prepaid. Ocean charges will not be advanced by Carrier.
- (2) All rates and charges on shipments for export to Mexico must be prepaid.
- (3) Freight charges must be prepaid on all shipments consigned to, or in care of, trade shows, traveling shows, and exhibits.
- (4) Subject to Note 1 below, shipments consigned to the U. S. Postmaster at a particular point, or to a Carrier for delivery to a U. S. Post Office at a particular point, will be accepted only on the following conditions:
  - (a) All charges on such shipments must be prepaid.
  - (b) The post office stamp on the Carrier's freight bill will be accepted in lieu of signature as receipt for the delivery of the shipment.
  - (c) Packages must carry sufficient postage for movement to destinations.

Note 1: The provisions of this rule will not apply on property shipped by or for the government on government bills of lading, or commercial Bills of Lading endorsed to show that such Bills of Lading are to be exchanged for government bills of lading at destination or that actual transportation costs will ultimately be prepaid by the government.

- (5) Any shipment moving by a Carrier, consigned to or through a shippers' association, freight consolidator, freight distributor, or similar firm, will be handled only when fully prepaid to point where it is delivered by Carrier to such association, consolidator, distributor or other firm. Any transportation or other charges incurred or payable beyond said point of delivery will not be collectible by or the responsibility of Carrier. Shipments as described above will NOT be accepted when moving Collect on Delivery (COD), or on an Order Bill of Lading.

## Returned Undelivered Shipments

## Item 21

Undelivered shipments that are returned to the shipper at the shipper's request prior to loading and movement to linehaul, will be subject to the following rates and charges:

Returned Undelivered Shipments	Charge
Change in documentation.....	\$110.00 per shipment, PLUS: Transportation to deliver the returned shipment to original shipper, using Tariff CNWY 599, effective current on date of shipment, rate from original destination Carrier service center to the new place of delivery, including any minimum charge, if applicable.



## Foreign Tariffs

## Item 22

Base rating tariffs not published by Carrier are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's bill, and the bill indicates origin and/or destination United States ZIP and/or Canadian Postal Codes that are not identified and included within the foreign tariff, then rating of the shipment will be accomplished using the current version of Tariff CNWY 599 (includes standard discounts published as part of CNWY 599).

## Overcharge Claims—Filing Procedures

## Item 23

- (1) Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow Carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
- (2) Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
  - (a) The rate, classification, or commodity description or weight claimed to have been applicable,
  - (b) Complete tariff authority for the rate, classification, or commodity description claimed,
  - (c) Freight bill payment information,
  - (d) Other documents or data which is believed by claimant to substantiate the basis for its claim.
- (3) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.
- (4) A Carrier may accept copies instead of the original documents required to be submitted in this item where the Carrier is furnished with an agreement entered into by claimant which indemnifies the Carrier for subsequent duplicate claims which might be filed and supported by the original documents.
- (5) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Debtor must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Debtor shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods.

## Standard Delivery Service Guarantee

## Item 24

All eligible shipments tendered to Carrier under the current version of its Tariff CNWY-599 will receive a “no charge” guarantee. There will be no additional fee for this guarantee. The program will cover all points served direct by Carrier in the continental United States and Canada. If delivery is not completed within the published transit time, the debtor will (subject to terms and conditions listed below) receive a zero invoice for all net linehaul charges, including fuel surcharges. All other applicable accessorial charges would still apply.

The program covers all shipments using a pricing program based on the current version of Tariff CNWY-599. No action is needed on the part of Carrier customers to be enrolled in the program. The program will automatically be applied, and is subject to the following conditions:

- Delivery Service Guarantee only applies to points that are serviced direct by Carrier within the continental United States and Canada.
- Delivery is achieved when Carrier tenders the entire shipment for delivery within the published standard transit time.
- The shipment must be ready for pickup no later than 5 PM local time on the day of shipment.
- The debtor on the shipment must file for the no-charge offer no later than 7 calendar days after the actual date of delivery.
- Only the debtor (defined as the beneficial owner of the freight) may file under Item 24. No agent, representative or third party may file on behalf of the debtor. Only the original debtor on the bill of lading is

eligible for the service guarantee. Any changes made to the original debtor of the freight bill will render the service guarantee null and void.

- The filing for the money-back guarantee can be made using an easy-to-complete electronic form available on the Carrier web site. The debtor must be a registered web site user to file a claim.
- In the event claim for failure to perform service is denied, any objections or disputes of such denied claim must be filed within 30 calendar days of original scheduled date of delivery of shipment.
- Transit time performance is excused when completion is not possible due to loss, damage or delay to any of the goods described in the Bill of Lading when loss, damage, or delay is caused by an act of God, public enemies, riot, strike, other work stoppage, or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty, or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Carrier's control.
- Any customer who marks a "G!" or "Guaranteed" on the bill of lading will be charged an extra \$121.00, and the shipment will move under the original "G!" program as outlined in tariff CNWY 199 Item 200.
- The following shipments are excluded from this program:
  - Shipments marked for or that subsequently require delivery using lift gate equipment
  - Shipments requiring temperature control.
  - Shipments with an aggregate weight of 20,000 pounds or greater.
  - Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.
  - Shipments marked as Exclusive Use (Item 11)
  - Shipments picked up during the last four business days of the month.
  - Shipments requiring an appointment.
  - Shipments consisting of any article 8 feet or greater in length.
  - Shipments to or from residential or non-commercial locations (as defined in Item 224).
  - Shipments paid by a third party payment service or logistics service company.
  - Shipments where Detention with Power (as defined in Item 211) is required.
  - Shipments to or from Construction and Utility Sites (as defined in Item 201).
  - Shipments to or from Government Sites, Airports, Mines, Natural Gas, or Oil Fields (Item 202).
  - Shipments to or from Piers, Wharfs, or Container Freight Stations (as defined in Item 219).
  - Shipments to or from Exhibition Sites (as defined in Item 226).
  - Shipments delivered to Zone or Satellite locations.
  - Shipments moving in 3 day or greater Standard Transit Day lanes.
  - At Carrier's option, shipments not consistent with standard market pricing.
  - Shipments marked "Rapid Remote Service (RRS)" as defined in Item 250
  - Shipments marked Guaranteed by Noon (G!12) as defined in Item 251
- Standard transit times that will be used to measure on-time between United States ZIP and Canadian Postal Codes are published on the Carrier Internet web site...<http://xpo.com/solutions/transportation/less-than-truckload-1t>

Should Carrier not tender or make the shipment available for delivery within the standard transit time, a corrected invoice for the shipment will be issued with ZERO net linehaul charges. Rates for accessorial services will remain valid.

## Cargo Liability Statement

## Item 25

**Carrier's Liability for all Shipments originating within the United States:** Except where a lower limitation of liability applies as provided in this Item 25, Carrier's liability shall be limited to an individual lost or damaged piece within the shipment on a per pound basis. Unless the Shipper declares excess value liability on the Bill of Lading in the Special Agreement box, requests excess value liability and pays an additional charge, Carrier's maximum per pound liability shall be limited based on actual NMFC class as set forth in the table below.

NMFC Class	Maximum Liability
50	\$3.00/lb
55	\$3.50/lb
60	\$4.00/lb
65, 70, 77.5, 85, 92.5, 100, 110, 125, 150, 175, 200, 250, 300, 400 and 500	\$5.00/lb

Carrier's total maximum liability is \$100,000.00 per shipment. Total declared value may not exceed \$100,000.00 per shipment. Shipments are subject to the released value provisions of the NMFC in effect on the date of the shipment and shall be considered released at the lowest released value stated therein.

**Carrier's Liability for all Shipments originating within Canada:** Except where a lower limitation of liability applies as provided in this Item 25, and unless the Shipper declares the value in the Special Agreement box on the Bill of Lading, and agrees to pay the excess value liability charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00.

**Carrier's Liability for Household Goods:** Carrier's liability on household goods shall not exceed ten cents (\$0.10) per pound per individual lost or damaged piece within the shipment, with a maximum of \$10,000.00 per shipment.

**Carrier's Liability for Shipments Using Spot Quotes:** A "Spot Quote" is a rate given to shipper outside of the normal tariff rates. Carrier's liability for loss or damage to any article(s) or part(s) thereof, for which a Spot Quote determines the freight charge, is limited to a maximum of \$1.00 per pound per individual lost or damaged piece unless the shipper requests excess value liability, declares the value on the bill of lading, and pays the additional charge.

**Carrier's Liability for Pallet or Pup/Truckload Rated Shipments:** Pallet, Pup and Truckload rates are commodity rates given to the Shipper. Carrier's liability for Pallet, Pup or Truckload Rate programs are limited to a maximum of one (\$1.00) dollar per pound per individual lost or damaged piece within the shipment, unless the shipper requests excess value liability, declares the value on the bill of lading, and pays the additional charge.

**Carrier's liability for shipments tendered by a Broker, Agent or Freight Forwarder:** If one or more bills of lading or contracts of carriage covers the shipment, Carrier's liability shall be limited to the lesser amount stated on any agreement which controls any portion of the shipment's movement. Carrier shall not be liable to any third party unless the third party provides actual proof of payment. In no event shall Carrier's liability exceed the amount paid by any third party.

Carrier's sole obligation is to the Broker, Agent or Freight Forwarder ("Logistics Provider"). Logistics Provider shall indemnify, defend, and hold harmless Carrier from and against any and all claims, demands, liabilities, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' fees) of whatever nature arising out or related to any claim for cargo loss, damage, destruction or delay made by a customer of the Logistics Provider.

**Carrier's liability for shipments of food or animal feed subject to regulation by the Food and Drug Administration:** If a shipment containing food subject to regulation by the Food and Drug Administration ("FDA"), including but not limited to the rule on the sanitary transportation of human and animal food pursuant to the Food Safety Modernization Act, is tendered to Carrier, the party tendering such shipment warrants and represents that the food has been packaged so as to ensure such food does not become contaminated or adulterated during transit, and shall otherwise remain in safe and sanitary condition. In no event will Carrier be obligated to provide any specialized handling, and any failure or alleged failure by the Carrier to comply with specialized instructions shall not, in and of

itself, result in any presumption that the shipment is unsafe, contaminated, adulterated, or otherwise unfit for its intended purpose or use. Carrier's liability for shipments which are subject to any such FDA regulations shall in no event exceed the applicable limitations of liability set forth in this tariff. Notwithstanding anything stated in this tariff to the contrary, under no circumstances shall Carrier be obligated to perform the duties of a "shipper" as that term is defined in the federal regulations addressing Sanitary Transportation of Human and Animal Food (21 C.F.R. Part 1, Subpart O (§ 1.900 et seq.)), or other similar regulations which may be enacted from time to time.

**BY TENDERING ANY SHIPMENT WHICH CONTAINS FOOD INTENDED FOR HUMAN OR ANIMAL CONSUMPTION, INCLUDING ARTICLES USED FOR COMPONENTS THEREOF, THE SHIPPER WARRANTS AND REPRESENTS THAT IT HAS INSPECTED THE TRANSPORTATION EQUIPMENT IN QUESTION AND DETERMINED THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY STANDARDS APPLICABLE TO THE COMMODITIES IN QUESTION. ANY THIRD PARTY MAKING SHIPPER'S COMMODITIES AVAILABLE FOR TRANSPORTATION IS FULLY AUTHORIZED TO ACT ON BEHALF OF SHIPPER WITH RESPECT TO DETERMINING WHETHER THE TENDERED TRANSPORTATION EQUIPMENT IS ACCEPTABLE.**

**NMFC Released Value:** Shipments are subject to the released value provisions of the NMFC in effect on the date of the shipment and shall be considered released at the lowest released value stated therein. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing on the Bill of Lading the declared value of the property

**Carrier's liability for Specific NMFC Item Commodities:**

**Carrier's liability for commodities listed below shall not exceed \$0.10 per pound with a Maximum of \$10,000 per occurrence.**

Articles "Used", "Reconditioned", or "Refurbished" including but not limited to the following commodities and their Components: Automobile parts (17800–20140), Electrical equipment (60500–63561), Machinery (114000–133320), Vehicles, motors, parts (188500–193050)

Baths, Bathtubs, Pool Shells, Shower Baths (Showers), Shower Stalls or Spas, NOI (158260 Subs 1-9), Personal Effects (Other than Government Van Packs or Crates) (100240–100251), Property bought over the internet from companies including, but not limited to eBay, Amazon or others which is not new merchandise

**Carrier's liability for commodities listed below shall not exceed \$0.50 per pound with a Maximum of \$50,000 per occurrence.**

Paraphernalia, Exhibition or Tradeshow, Booths, or Stalls, Exhibition, NOI (154630), Uncrated Machinery (114000–133320) (subject to the NMFC definition of "crate").

**Carrier's liability for commodities listed below shall not exceed \$2.00 per pound with a Maximum of \$50,000 per occurrence.**

Air coolers, Air Conditioners, Air Handlers, Evaporators, Heat Pumps, or Refrigeration (114125), Compressors or Air Ends NOI (118100) Cooling or Freezing Rooms, NOI, or Parts Thereof, NOI; Cooling or Freezing Boxes or Refrigerators, NOI, or Parts thereof, NOI; other than Household (53180), Copy Machines (116030), Furniture (79000–82670), Doors, without Glass (34265), Fireplaces and Fireplace Inserts and Decorative Doors (69310–69482), Furnaces, House Heating, Hot Air (26280), Metal Storage Cabinets (80250–80480), Tops, Cabinet, Chest, Counter, Desk, Stool, Table (83620), Trailer frames (191860), Water Heaters (26520)

In the event of a conflict between the limitations of liability set forth in Item 7, on Carrier's Bill of Lading and this Item 25, this Item 25 shall take precedence.

**Consequential Damages: Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing on the Bill of Lading the declared value of the property.**

## Inspection of Freight

## Item 26

All shipments handled by Carrier are subject to inspection by Carrier or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, that the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary at our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by us of your shipment is proof of your compliance with any such applicable provisions. By tendering the shipment to us, shipper, consignee, and any interested third party consent to such inspections and agree that Carrier will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Carrier is grossly negligent in performing the inspection.

When shipments are tendered and rates are applicable according to the density of articles, the total cubic feet each shipment occupies will be determined in accordance with the provisions of Section 8 of Item 110 in the NMF 100 series. A minimum vertical dimension of 96 inches shall be used to determine the cube of any article which is 75 inches or greater in height unless exceeded by the actual measurement(s).

When the commodity description on a bill of lading fails to conform to Item 250100, section 2 (c) of NMF 100 in that the commodity(s) descriptions are not sufficient for the carrier to ascertain the nature of the goods being shipped and the applicable classification, shipments will initially be billed/rated using class 100 and the shipment may be subject to inspection. If the commodity is not identifiable upon immediate visual inspection, the carrier reserves the right to use total shipment density to assign the shipment a class based on the table below.

Density (PCF)	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

An inspection that results in a correction to the Bill of Lading including (1) density of the shipment, (2) the actual or released value of items as defined in the NMFC, (3) lineal foot, (4) cubic capacity, or (5) classification, is subject to the following:

- In the case where the linehaul portion of the charges increase by \$1.00 or more, a \$41.00 correction fee will be assessed plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.

## Invoicing Requirements

## Item 27

Carrier shall reference its 9-digit shipping number, referred to as a PRO number on each invoice. Unless otherwise agreed upon by the parties in writing, Carrier shall not be required to include on its invoice any other shipment identifier. Other identifiers include, but are not exclusive of purchase order numbers, scope of work number, department name or code, plant number or code, shipper account number, consignee account number or any other identifier used for the internal billing requirements of the shipper or consignee.

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## **Inadvertence Clause – Application of Classes      Item 28**

### **(Exception of NMF 100, Item 170)**

As an exception to Item 170 of the NMF 100 Series, if the actual density or density group is not shown and the shipment is inadvertently accepted, charges will initially be assessed at Class 100. Upon submission of satisfactory proof of a higher actual density or lower class, freight charges will be adjusted accordingly and the shipment will be subject to a charge pursuant to CNWY 199 Item 205, in addition to all other lawfully applicable charges.

## **Class 0 Commodities      Item 29**

All commodities as described in the NMF 100 Series as having a Class 0 application will be rated at Class 300 if the shipment does not have an actual value provided for on the bill of lading or the actual value provided is greater than \$1.25 per pound. Upon submission of satisfactory proof (e.g. invoice documents or specific packing lists with pricing, etc.) that the actual value of the shipment does not exceed \$1.25 per pound, the charges will be adjusted accordingly based on the density/class of the shipment in accordance with an 11 tier full scale density break. If a correction to the bill of lading is requested pursuant to the provisions herein, the shipment will be subject to a charge pursuant to CNWY 199 Item 205, in addition to all other lawfully applicable charges. If the shipment is tendered at Class 0 with an actual value of \$1.25 per pound or less, the shipment will be rated based on the density/class of the shipment in accordance with an 11 tier full scale density break.

## **Volume Shipment Pricing      Item 30**

All shipments tendered to Carrier may be eligible for Volume Shipment Pricing subject to the following conditions:

- Shipments must have its point of origin and its point of destination in the contiguous 48 United States (excluding Alaska and Hawaii).
- Applicable on all rate bases.
- Application of Volume Shipment Pricing will modify contractual terms in effect between Carrier and the parties.
- Shipments rated with Volume Shipment Pricing will not be eligible for the Standard Delivery Service Guarantee (CNWY 199 Item 24).
- Volume Shipment Pricing applies to freight shipments that do not exceed the capacity of a 28' trailer and/or subject to the maximum legal weight allowed by law. Shipments that exceed these limits will be rated as multiple shipments.
- Shipments subject to Exclusive Use (Item 11 of this tariff) shall not be eligible for Volume Shipment Pricing.

## **Dispute Resolution      Item 31**

### **(exception to NMF 100, Items 300160 and 300530)**

As an exception to Item 300160 of the NMF 100 Series, any dispute arising from a freight claim for loss or damage exceeding ten thousand (\$10,000) dollars shall be excluded from the requirement of being submitted to binding arbitration.

As an exception to Item 300530 of the NMF 100 Series, any dispute arising from an overcharge claim or unidentified or duplicate payments exceeding ten thousand (\$10,000) dollars shall be excluded from the requirement of being submitted to binding arbitration.

## Restricted Commodities

## Item 32

1. Unless otherwise provided, the following commodities will not be accepted for shipment:

Animal Carcasses  
Bank Bills and related financial documents;  
Cannabis  
Carbon Black, Lamp, Graphite (**NOTE A**)  
Coins (**NOTE B**)  
Corpses  
Currency, Including Bank Notes, Drafts and Stocks, Bonds or other negotiable instruments that may be traded as currency  
Deeds and related legal documents;  
Diagnostic Specimens  
Electronic Cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any noncombustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device; including any item considered Vape Liquid(s).  
Explosives (**NOTE A**)  
Fine Jewelry and Watches, other than costume or novelty  
Firearms as defined by 18 U.S. Code § 921 (For example, but not limited to, any weapon (i.e., handgun, rifle, shotgun, machine gun, semi-automatic rifle, or similar weapon), frame or receiver, muffler or silencer, or destructive device (i.e., any explosive, bomb, grenade, rocket, or similar device)).  
Fossils  
Fresh Fruit  
Food Commodities that require refrigeration  
Furs  
Garbage or Waste of Any Kind, Household or Industrial  
Hemp, Fiber or Raw Form  
Hides, Green or Wet  
Live Animals  
Live Insects  
Live Plants  
Liquids in bulk requiring tanker or specialized equipment  
Medical waste  
Meat, Fresh or Frozen  
Milk, Fresh or Frozen  
Museum Exhibits or Articles of Antiquity (**NOTE C**)  
Original Works of Art (**NOTE D**)  
Original, Authentic Data on Recording Device(s) deemed irreplaceable and invaluable  
Perishables  
Poisonous/Infectious Substances (**NOTE A**)  
Postage Stamps  
Precious Stones  
Precious Metals such as Gold, Silver, Platinum or other similar metal; bullion, dust, precipitates (excluded if such is incorporated into electronics or machinery)  
Quicksilver (Liquid Mercury)  
Radioactive Materials (**NOTE A**)  
Taxidermy  
Used PPE Waste  
Valuable Papers of Any Kind  
Vaping Liquid or Related Products (see Electronic Cigarettes)  
Vegetables, Fresh  
Any item otherwise prohibited by federal, state or local law, rule or regulation.

2. **Additional terms and maximum liability for inadvertent shipment and damage to prohibited items.**

If a shipment containing food subject to regulation by the Food and Drug Administration (“FDA”), including but not limited to the rule on the sanitary transportation of human and animal food pursuant to the Food Safety Modernization Act, is tendered to Carrier, the party tendering such shipment warrants and represents that the food has been packaged so as to ensure such food does not become contaminated or adulterated during transit, and shall otherwise remain in safe and sanitary condition.

Carrier is not obligated to receive freight liable to damage other freight or Carrier's equipment.

If a prohibited article is tendered to the Carrier and it is inadvertently moved through the network, the Carrier's maximum carrier cargo liability will be limited to ten (\$0.10) cents per pound or a maximum of \$500 per shipment (U.S. Dollars); whichever is less based on the weight of the lost or damaged article.

## NOTES:

- NOTE A:** Hazardous materials and commodities in the categories listed below are embargoed from movement on Carrier:
- (a) Class A Explosives (Division 1.1, 1.2, 1.5)
  - (b) Class B Explosives (Division 1.3)
  - (c) HRCQ Radioactive Materials (Class 7) (Radioactive materials moving in quantities designated as “Highway Route Controlled Quantities” (HRCQ))
  - (d) Hazardous waste or material requiring an EPA Hazardous Waste Manifest, including any material described as a waste, such as radioactive waste, medical waste, or any other waste
  - (e) Etiologic Agents/Infectious Substances (Division 6.2)
  - (f) Material poisonous by inhalation for hazard zone A.
  - (g) Material poisonous by inhalation for hazard zone B when offered in a bulk package greater than 119 gallons
  - (h) Carbon black material and its derivatives
- NOTE B:** Monetary coins, currency, and other financial instruments will not be accepted
- NOTE C:** Excluding antique furniture subject to NMFC Items 100240 or numismatic exhibits subject to NMF Item 63830
- NOTE D:** Excluding pictures or paintings subject to NMFC Items 100240 and 56165 both at released value liability.

## Shipper’s Load and Counts and Unloading Agreements

## ITEM 33

This item addresses circumstances where Carrier delivers equipment, generally one or more trailers, to a location for another party (the consignor, consignee, or their respective agents), to either load (a Shipper or Consignor Load and Count) or unload (a Consignee Unloading Arrangement) freight to or from equipment owned or operated by the Carrier. Carrier trailers are hard-installed and equipped with Carrier’s SafeStack Decking System, which constitute part of the trailer. Any and all “dropped” equipment is subject to all other Items, terms, conditions, pricing and accessories such as pickup, detention, demurrage, storage, and other applicable fees or charges outlined in this Tariff.

### A. Shipper’s Load and Count



A customer or shipper may direct or request that Carrier deliver one or more empty trailers to a location, for the benefit or convenience of the consignor, shipper, or their respective agents. Carrier may deliver (or “drop” or “spot”) an empty trailer for a period of time so that the consignor, Shipper, or their agents may load the trailer at a convenient time without a representative of the Carrier present. In these circumstances, termed a “Shipper’s Load and Count”:

1. Carrier shall not be liable or responsible for loading the trailer or counting the freight. The party loading the freight (i.e. the consignor, shipper, or their agents) shall mark Carrier’s Bill of Lading “Shipper’s Load and Count” or (“SL&C”), indicating that the party, without supervision of the Carrier, performed the counting, loading, blocking, and bracing. Failure to so mark the Bill of Lading, however, will not affect the liabilities of the parties.
2. Carrier shall not be responsible for checking the Shipper’s Load and Count for accuracy and shall not be liable for any shortages or damages caused by the loading, bracing, blocking, or other securement of the shipment, prior to the first break-point (the point at which the trailer may be completely or partially unloaded or unloaded due to a delivery, adding additional freight, or otherwise subject to re-securement). If Carrier discovers a load count discrepancy or freight damage, it shall notify Shipper by telephone or electronic mail within forty-eight (48) hours of discovered shortages, overages, or damages to freight on the dropped trailer. Carrier’s liability for freight damage, subject to cargo liability limitations in this Tariff, shall begin only after the first breakpoint, and only to the extent that such loss or damage can be directly attributed to the negligence of Carrier.
3. Upon delivery and until Carrier picks up and accepts the trailer or equipment subject to such a “Shipper’s Load and Count,” it is in the possession, custody, and control of the Shipper, consignor, or their agents. Carrier shall not be liable or responsible for theft or any loss or damage to the freight or equipment that occurs after the delivery or dropping of the trailer at the requested location. Shipper shall be liable to Carrier for any and all damages or loss occurring to Carrier’s equipment after delivery at the requested location, and shall repair, replace, or otherwise fully compensate Carrier for equipment that is lost, stolen or damaged while in the possession, custody, or control of the party to whom it was delivered. Carrier’s equipment shall not be used other than for the express purpose of loading. Shipper shall cause the equipment to be returned to Carrier in the same condition in which the equipment was delivered, normal wear and tear excepted. Shipper shall be liable to Carrier regardless of the cause of damage or loss. After Shipper compensates Carrier, no provision in this item shall prevent Shipper from recovering from the consignor, agents, or other party responsible for the damage or loss to Carrier’s equipment.
4. Shipper or consignor shall be responsible to contact Carrier to arrange pick-up of the dropped trailer(s). After each trailer has been loaded and freight properly secured inside the trailer by blocking, bracing, or otherwise by the consignor or its agents, the Shipper or consignor shall contact the Carrier to pick up the trailer to complete the delivery of the shipment(s), subject to all other Items, terms, conditions, pricing and accessorial outlined in this Tariff.

5.

**B. Unloading Agreement**

A Shipper, consignee, or their agents may direct or request that Carrier deliver (or “drop” or “spot”) and leave a loaded trailer or other equipment at a delivery location for a period of time so that the consignee, Shipper, or their agents may unload the trailer at a convenient time without a representative of the Carrier present. In these circumstances, termed an “Unloading Agreement”:

1. Consignee or shipper will be responsible to unload the trailers, count the freight, and note the trailer number and seal number (if sealed), on Carrier’s delivery receipt(s) and drop trailer manifest.

2. Consignee or shipper shall be responsible to mark Carrier's delivery receipt(s) "Unloaded by Shipper", "Consignee Unload", or otherwise, indicating that the counting and unloading have been performed by the consignee, Shipper, or their agents, without a representative of the Carrier present. Failure to so mark the delivery receipt(s), however, will not affect the liabilities of the parties.
3. Upon delivery and until Carrier picks up and accepts the trailer or equipment subject to such an "Unloading Agreement," it is in the possession, custody, and control of the Shipper, consignee, or their agents. Carrier shall not be liable or responsible for theft or any loss or damage to the freight or equipment that occurs after the delivery or dropping of the trailer at the requested location. Shipper shall be liable to Carrier for any and all damages or loss occurring to Carrier's equipment after delivery at the requested location, and shall repair, replace, or otherwise fully compensate Carrier for equipment that is lost, stolen or damaged while in the possession, custody, or control of the party to whom it was delivered. Carrier's equipment shall not be used other than for the express purpose of unloading. Shipper shall cause the equipment to be returned to Carrier in the same condition in which the equipment was delivered, normal wear and tear excepted. Shipper shall be liable to Carrier regardless of the cause of damage or loss. After Shipper compensates Carrier, no provision in this item shall prevent Shipper from recovering from the consignee, agents, or other party responsible for the damage or loss to Carrier's equipment.
4. Consignee, shipper, or their agent(s) will notify Carrier of any shortages, overages, or damages promptly, by telephone or electronic mail within forty-eight (48) hours of receiving the trailer. Failure of the consignee or shipper or their respective agents to report such shortages, overages, or damages to the Carrier within forty-eight (48) hours shall constitute acceptance of the freight in good order and the absence of such liability for Carrier. Carrier's liability for freight damage, if any, is subject to cargo liability limitations in this Tariff, and only to the extent that such loss or damage can be directly attributed to the negligence of Carrier.
5. Consignee or shipper or their agents will return to Carrier all delivery receipts and drop trailer manifests within forty-eight (48) hours of receiving the trailer, grouped by trailer number. Failure of the consignee or shipper or their respective agents to return such manifests within forty-eight (48) hours shall also constitute acceptance of the freight in good order.
6. Shipper or consignee shall be responsible to contact Carrier to arrange pick-up of the dropped trailer(s). After each trailer has been unloaded by the consignee, shipper, or their agents, the consignee or Shipper shall contact the Carrier to pick up the equipment and unloaded trailer, subject to all other Items, terms, conditions, pricing and accessorials outlined in this Tariff.

## **C. Indemnification, Limitation of Liability, and Other Items Applicable**

1. Shipper will defend, indemnify, and hold harmless Carrier, and Carrier's employees, officers, and directors from any and all claims, losses, or damage to property or personal injury, up to and including death, that arise out of, or are related to, the loading or unloading of Carrier's dropped trailers or equipment, while the trailer is in the possession, custody, or control, of the Shipper, consignor, consignee, or their respective agents .
2. Carrier shall in no event be liable for any special, incidental or consequential damages. Further, Carrier shall not be liable for any loss or damage to the freight occurring while the trailer is in the possession, custody, or control of the consignor, consignee, shipper, or their respective agents.
3. Each Shipper's Load and Count and Unloading Agreement is subject to all other Items, terms, conditions, pricing and accessorials in this Tariff, including but not limited to, Pickup and Delivery, After Business Hours Pickup or Delivery, unique or particular Pickup or Delivery locations, Detention with Power, Detention without Power, and others.

## Section 2

### RATES AND CHARGES

(All Rates and Charges in this Section will be assessed against the party requesting the service unless written authorization to the contrary has been received.)

#### Instant Guaranteed Service (G!)

#### Item 200

Customer may request Instant Guaranteed Service (G!) by clearly and legibly marking these words “Instant Guaranteed Service” (the terms “Instant Guaranteed” and “Guaranteed” as well as the letter “G!” will be accepted) in the body of the Bill of Lading or checking the Instant Guaranteed Service box on the Carrier Bill of Lading, and notifying the Carrier Driver Sales Representative who picks up the shipment. This service provides a guarantee that Carrier will deliver the entire shipment within the “standard” number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading. The “standard” transit time will be that listed on the Carrier Internet website (<http://xpo.com/solutions/transportation/less-than-truckload-1tl>) on the day the shipment is tendered. A customer may request Instant Guaranteed Service (G!) on any shipments, regardless of what pricing program or negotiated set of rates that has been established with Carrier. Only points where Carrier provides direct service are included. The five-digit United States ZIP Code or six-character Canadian Postal Code will establish the points of origin and destination. A fee of \$121.00 will be added to the price of the shipment. Should Carrier not tender or make the shipment available for delivery within the standard transit time, a credit of that fee, up to \$121.00 will be included on the invoice. If the total invoice, including the Guaranteed fee, but excluding Canadian Taxes, C.O.D, and Currency Exchange, is less than or equal to the above noted credit, a Zero charge invoice will be provided. The shipment must be ready for pickup no later than 5 PM local time on the day of shipment. In the event both Instant Guaranteed G! (Item 200, the terms “Instant Guaranteed” and “Guaranteed” as well as the letter “G!” and Guaranteed by Noon Service (G!12), (Item 251, the terms “Guaranteed by Noon”, “Guaranteed by noon” or “G!12 “are marked on the Bill of Lading, Guaranteed by Noon Service (G!12) will supersede the request for Instant Guaranteed G! Service for rating and shipment handling.

Carrier shall not be liable for any failure to perform its Instant Guaranteed Service (G!) or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Carrier Freight's control.

The following **cannot** move via **Instant Guaranteed Service (G!)**:

- 1) Delivery requiring liftgate equipment;
- 2) Shipments requiring temperature control;
- 3) Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.;
- 4) Shipments with an aggregate weight of 20,000 pounds or heavier;
- 5) Shipments marked as Exclusive Use (Item 11);
- 6) Shipments marked Guaranteed by Noon (Item 251);
- 7) Shipments marked or rated as spot quotes, or those eligible for spot quote pricing

## Construction and Utility Sites Pickups or Deliveries

## Item 201

(Subject to Notes 1 & 2)

Shipments picked up or delivered to construction and utility sites will, in addition to all other applicable charges, be subject to a charge of \$162.00 per shipment.

Note 1: The term “Construction Site” shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2: The term “Utility Site” shall be defined as a power generation station, including but not limited to nuclear, thermal, hydroelectric or fossil fuel, pumping station, or wind farms located outside the normal commercial pickup and delivery region of the Carrier for a town, city or municipality.

## Government Sites, Airports, Mines, Natural Gas, Oil Fields - Pickups or Deliveries

## Item 202

(Subject to Notes 1, 2, 3 & 4)

Shipments picked up or delivered to government sites, airports, and mines will, in addition to all other applicable charges, be subject to a charge of \$189.00 per shipment.

Note 1: The term “Mine” shall be defined as the site of any mineral mine location, whether underground or open mining, including the entire property of the mine.

Note 2: Natural Gas or Oil Fields shall be defined as the site of any location used for obtaining or the production, refining, or storage of natural gas, oil, or any other fuel or fuel additive.

Note 3: The term “Government Site” shall be defined as, but not limited to the examples listed below of government facilities and/or geographic regions managed by the government. These sites may or may not have a United States ZIP or Canadian Postal Code assigned.

- United States Post Office/Canada Post facilities
- Military locations such as missile sites
- Military and civilian radio, aviation, and electronic stations
- Government research stations
- Prisons/Correctional Facilities

Note 4: The term “Airport” shall be defined as any facility, which is subject to the transportation security administration (“TSA”) where aircraft such as airplanes, helicopters, and blimps take off and land.

## Advancing Charges (exception to NMF 100, Item 300)

## Item 203

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of the shipment (Subject to Note 1). The basis of charges to be advanced, as shown in Note 1, must be stated on bill of lading at time of shipment.

The charges for collecting and remitting the amount of the advance charges will be billed to the same party paying the linehaul charges.

The charges for advancing charges will be five percent (5%) of the advanced amount, subject to a minimum fee of \$115.00 per bill.

**Note 1:** The term “Charges Incidental to the Transportation of the Shipment” shall include only the following:

- (1) Charges for packing or crating of the shipment.
- (2) Loading or unloading charges.
- (3) Inbound transportation charges, not a part of the continuous through movement of the shipment.
- (4) Inbound transportation charges when such charges are derived from rates or charges on file with the Federal Maritime Commission.
- (5) Drayage charges (Subject to Note 2).
- (6) Drayage charges (Subject to Note 2) or inbound linehaul transportation charges when payment of such charges are guaranteed in writing by the shipper or his agent.
- (7) In-bond or Custom House charges.
- (8) Wharfage or handling charges on import shipments.
- (9) Warehouse storage or warehouse handling charges.
- (10) Broker’s fees on customs or in-bond freight.

**Note 2:** The term “Drayage” as used in this item shall mean local transportation within the pickup terminal area, from actual origin to the linehaul Carrier’s dock.

## Item 205

### Bills of Lading – Corrections

Changes to shipment terms, shipper, consignee, including origins and destinations, description, NMFC class, pieces, and/or weight can be made by the shipper within thirty days (30) days after the shipment has been accepted by the Carrier. The consignee may request a change in the terms of payment from prepaid to collect. The changes must be in writing in the form of a letter on the shipper’s letterhead, or a corrected Bill of Lading both of which require written authorization from the consignee as well. Carrier will assess a charge of \$41.00 each time a correction is made at the request of the shipper and/or consignee. Each request can contain more than one correction by the shipper. This charge will apply in addition to all other rates and charges found in CNWY 199 or other rating or pricing agreement between shipper and Carrier. No changes will be accepted that increase Carrier’s liability regarding loss or damage.

### C.O.D. Shipments (including Order Notify)

## Item 206

Unless otherwise provided in Carriers’ tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

- (1) Shipments tendered for COD must be stamped, typed or written with the word “COD” on all such Bills of Lading and shipping orders immediately before name of consignee; OR, “COD” in red letters 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 and street address of shipper and consignee must be shown on Bill of Lading and shipping order. The following information must be shown on any shipment that is tendered for COD:

Collect on Delivery, \$ _____ and remit to:
Street _____
City _____
State _____ ZIP _____
COD charge to be paid by:
Shipper _____ Consignee _____

- (2) Carrier will not accept COD shipments with a value of more than \$89,999.99. If shipment is inadvertently accepted for an amount higher than \$89,999.99 it will be returned to shipper. If Carrier inadvertently accepts a COD shipment with the amount higher than \$89,999.99, Carrier's liability, if any, will not exceed \$89,999.99.
- (3) Only the following forms of payment will be accepted in payment of COD amounts: (1) bank cashier's check; (2) bank certified check; (3) money order or (4) personal check of the consignee. Failure of the shipper to specify the method of payment would make a bank cashiers check, bank certified check, money order, or personal check acceptable. All checks and money orders shall be made payable to the shipper. The Carrier will accept checks and money orders only as the agent of the shipper and the Carriers' responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to shipper.  
Carrier will not be liable for COD amounts not collectible as a result of stop payment, insufficient funds, invalid signature, uncollectible funds, forgery, or any other reason beyond Carriers control, even when Carrier is specified as the Payee on COD check. Carrier will not be liable for accepting a specified form of payment and will not be liable or obligated to take independent steps to verify the instrument.
- (4) The charges for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be **six percent (6%)** of the COD amount, subject to a minimum COD fee of \$151.00 per COD bill.
- (5) (a) Carrier, will upon written request from the shipper, change the status of a COD shipment (except as prohibited by Sec. 1 above) by increasing, reducing, or canceling the amount of the COD, subject to the following provisions:
  - (1) The request must be received by the delivering Carrier in time to accomplish the change requested prior to effecting delivery of this shipment.
  - (2) A charge of \$151.00 per shipment will be made for increasing, reducing, canceling or adding the COD amount.
- (b) Carrier will, upon written authorization from shipper, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$151.00 per shipment. If request 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 Carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge if any.
- (6) Order Notify Shipments will not be handled. If handled inadvertently, then a shipment moving on Order Notify Bills of Lading will be subject to a charge of **six percent (6%)** of the amount subject to a minimum of \$492.00, to cover the liability for handling of such Bills of Lading. This charge will be in addition to all other applicable charges and will be collected from the party paying the freight charges.

## Late Payment Charge

## Item 207

Unless otherwise agreed upon by Carrier in writing, all payments due hereunder shall be made within fifteen (15) calendar days of the date of the invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of invoice, or within a time period agreed to by the parties in writing, are considered delinquent.

Carrier shall assess a late fee of 1.5% of the total invoice balance at time of application, subject to a minimum charge of \$10.00 per shipment every 30 calendar days beyond terms. When shipments are assigned or placed with a collection agency, attorney or authorized agent for collection, all discounts are revoked, and the Payor is required to pay the Carrier's full undiscounted rate based on tariff CNWY599 and class rates applicable on the date of the shipment. The difference between the discounted and full undiscounted rate constitute the Carrier's liquidated damages for its collection efforts. An invoice dispute is insufficient grounds for debtor to withhold payment of any other valid invoices.

Request for change of debtor will be subject to provisions outlined in Item 205.

## Return Check Fee

## Item 208

Upon receipt of written notification that a check has been returned to the Carrier for non-payment due to insufficient funds, closed account or any other reason outside the control of the Carrier, a charge of \$118.00 for each returned check, will be applied against the customer's account.

The Carrier will provide the debtor with written notification of the additional amount due and shall include the original invoice amount.

This charge would be in addition to all other lawful charges published herein.

## In Bond Freight – United States

## Item 209

- (1) Shipments moving under United States Customs Bond for U. S. Customs Clearance at a point in the United States or delivery by Carrier are required to be made under U. S. Customs Supervision. Such shipments will be assessed a charge of \$5.90 per 100 pounds, subject to a minimum charge of \$164.00 and a maximum charge of \$479.00 per shipment or per vehicle, if more than one vehicle is required to transport the shipment (Subject to Note 1). Such charges shall be in addition to all other applicable charges.
- (2) Linehaul rates on shipments requiring U. S. Customs Clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U. S. Customs Clearance, plus the rates and charges applicable from the point of U. S. Customs Clearance to the final destination except no beyond linehaul rates will apply when the final destination is located within the commercial zone of the point of U. S. Customs Clearance and is subject to the same linehaul rate as the point of U. S. Customs Clearance.
- (3) Each I. T. Permit (Immediate Transportation Permit) issued for movement of an in-bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U. S. Customs Bonded Warehouse.
- (4) Shipments tendered in a vehicle sealed by or at the instructions of the shipper, or as required by competent authority, will be rated as follows:
  - 30,000 pounds at the Class 85 scale, 15M, rate per 28 foot trailer, Tariff CNWY 599, current version.On shipments cleared en route by U. S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
- (5) Shipments moving from the United States under a TIR Carnet issued by the originating Carrier are subject to a charge of \$309.00 which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
- (6) When necessary for Carriers to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond, a charge of \$119.00 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of High Security Red In-Bond Seals.
- (7) When Carrier is required to pick up shipping documents or Customs Release Forms to present at the border for forwarder or broker for validation prior to pickup of a shipment, a charge of \$99.00 per shipment will apply, subject to a maximum charge of \$507.00 when import documents for multiple shipments are picked up on a single day for a single account, for each pickup of such shipping documents or Customs Release Forms.
- (8) When Customs requires a physical inspection of the shipment, through no fault of the Carrier, and such inspection delays the Carrier, the charge invoiced to Carrier by the inspection agency will be added to the freight bill and a charge of \$195.00 will apply in addition to all other applicable charges.
- (9) Shipments waiting for U. S. Customs Clearance will be subject to the applicable detention charges in NMF 100, or storage charges in CNWY 199 Item 231. Detention charges, if any, will be assessed against the party responsible for linehaul charges. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

Note 1: On shipments of alcoholic beverages, the charges in Paragraph 1 will not apply when shipments are consigned to a U. S. Customs Bonded Warehouse and Carrier is not requested to clear shipment through U. S. Customs. The following certification must be shown on the bill of lading:

“This is to certify that Carrier is not required to clear shipment through U. S. Customs while in his possession.”

\_\_\_\_\_

(Signature of authorized shipper personnel)

## Sufferance Warehouse Charges – Canada Item 210

This item covers shipments moving from points in the United States into Canada for Canadian Customs Clearance at a point in Canada beyond the border. The Consignee and Shipper will be jointly and severally liable for the charges set forth in this Section 210 regardless of whether the bill of lading is prepaid or collect, or such charge occurred as the result of an error or omission of shipper, consignee or any third party. All charges are payable in US funds.

- (1) Shipments moving into Canada will be assessed a charge based on the following:

Locations	Rate or Charge Per 100 Pounds	Minimum Charge
Eastern Provinces of NB, ON, and QC	\$4.20	\$41.00
Remaining Provinces of AB, BC, MB, NL, NT, NS, NU, PE, SK, and YT	\$4.20	\$83.00

- (2) Should Canada Customs require a shipment to be examined, a fee of \$325.00 will be applied
- (3) If a shipment is held at a sufferance warehouse, it will be subject to the following fees:
- **HANDLING FEE** of \$5.60 per 100 pounds subject to a minimum charge of \$81.00.
  - **STORAGE FEE** of \$5.60 per 100 pounds per day or \$71.00 per day, whichever produces the higher amount.
- (4) At the importer’s request, should a shipment be redirected from one customs warehouse to another, a fee of \$50.00 per shipment will be assessed for remanifesting of paperwork. Item 228 (Reconsignment or Diversion) shall still apply.
- (5) When Customs performs a paperwork inspection on the shipment and such inspection delays the Carrier (through no fault of the Carrier), the provisions of Item 211 (Detention with Power) shall still apply.
- (6) When Customs requires a physical inspection of the shipment and such inspection delays the Carrier (through no fault of the Carrier), the charge invoiced to Carrier by the inspection agency will be added to the freight bill and a charge of \$195.00 will apply in addition to all other applicable charges.

## Detention – With Power Item 211

Carrier’s linehaul charges for each shipment include a reasonable amount of time to accomplish the pickup and/or delivery of the shipment(s) at the premises of the shipper or consignee during normal business hours. When the time required completing pickup and/or delivery takes longer than the standard free time, extra charges will apply.

### **SECTION 1—Charges:**

- (1) When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$62.00 for LTL shipments subject to a minimum charge of \$82.00.



- (2) The charges for this service should be paid by the party for whom the service is performed. Notwithstanding the foregoing, any Detention with Power shall be ultimately guaranteed by, and paid to Carrier by, the Shipper, and nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for Detention with Power from the Shipper. After Shipper pays Carrier, Shipper may recover from the party responsible for the detention, and this provision does not prohibit Shipper from seeking reimbursement from the party requiring or responsible for the detention, or for whom the service is performed, if different from Shipper.

## **SECTION 2—Free Time:**

- (1) Free time per vehicle stop shall be as follows:

<b>Actual Weight (in pounds)</b>	<b>Free Time (in minutes)</b>
Less than 1,000	15
1,000 thru 4,999	30
5,000 thru 9,999	40
10,000 or more	60

## **SECTION 3—General Provisions:**

- (1) When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.
- (2) Computation of time shall begin upon arrival of the driver to the delivery location. The computation of time shall end upon completion of the loading or unloading and the driver's departure from the dock or delivery location per driver or carrier electronic records. .
- (3) 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.
- (4) When Carrier is permitted or required to work before or after the normal business day (8:00 a.m. to 5:00 p.m.), such working time shall also be included.
- (5) When shipper tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time.
- (6) The provisions and charges for detention of vehicles with power units will also apply to equipment owned by steamship lines, railroads, or third party leasing companies.

## **Detention – Without Power**

## **Item 212**

This item applies when Carrier's vehicles without power units are delayed or detained on the premises of shipper, consignee, or on other premises designated by them, or as close thereto as conditions will permit. For the purpose of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

## **SECTION 1—Charges:**

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

	<b><u>CHARGE</u></b>
For each day or fraction thereof following the initial free period	\$177.00
When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply (Item 211).	

- (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 shipper, consignee, or other designated party. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in CNWY 199 Item 211.

## **SECTION 2—Computation of Free Time:**

- (1) A spotted trailer will be allowed one calendar day of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the end of the day when the trailer is placed by Carrier 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 shipper or a party designated by shipper.
- (2) Shipper, consignee, or other designated party shall notify Carrier when loading or 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.

## **SECTION 3—General Provisions:**

- (1) Subject to the availability of equipment, Carrier may spot empty or loaded trailers for loading or unloading on the premises of shipper, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (2) In the case of spotting for loading the Bill of Lading must show “Shipper Load and Count”, however failure to mark the bill of lading will not affect the liabilities of the parties. Loading or unloading will be performed by shipper, consignee, or other party designated by them. Carrier shall not be responsible for loading the trailer or counting the freight.
- (3) Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the Carrier. Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designated by consignee. Carrier shall not be responsible for any claims arising from exceptions (overages, shortages, damages) noted at Carrier’s first physical check of the shipment provided such exceptions are timely reported.
- (4) Shipper, consignee, or other designated party receiving a spotted trailer, shall be liable if the trailer is lost, stolen or damaged while in their custody and control.
- (5) The detention charges due the Carrier shall be paid by the party for whom the service is performed. Notwithstanding the foregoing, any Detention without Power shall be ultimately guaranteed by the Shipper, and nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for Detention without Power from the Shipper.
- (6) Nothing in this item shall require a Carrier to pick up or deliver spotted trailers at hours other than Carrier’s normal business hours.
- (7) The provisions and charges for the detention of vehicles with or without power units will also apply to equipment owned by steamship lines, railroads, or third party leasing companies.

## **Diversion to Another Carrier**

## **Item 213**

When Carrier receives instructions to divert a shipment at any point from Carrier to another Carrier, the following provisions apply:

- (1) The shipment will be charged for on the basis of movement from the origin to the point of transfer.
- (2) A charge of \$101.00 per hour, per person, subject to a minimum charge of \$188.00 will be made for all time required in unloading and reloading the vehicle to accomplish such diversion.
- (3) A charge of \$22.00 per 100 pounds, subject to a minimum charge of \$188.00, will be made for delivery service.

## Extra Labor

## Item 214

When requested by the shipper or consignee, extra labor will be furnished by the Carrier for loading or unloading. At each location where extra labor is used, the charge therefore will be as follows:

	<b>Per Person Per Hour or Fraction Thereof</b>	<b>Minimum Per Person</b>	<b>Charge</b>
Monday – Friday — During Business Hours	\$138.00	\$388.00	

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.

## Inside Pickup or Delivery

## Item 216

When requested by shipper or consignee, and Carrier's pickup or delivery operating conditions permit or allow, the Carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in CNWY 199 Item 16 (Pickup or Delivery Service).

Services provided under this item will be assessed a charge of \$13.70 per 100 pounds, subject to a minimum charge of \$140.00 and a maximum charge of \$1,187.00. Service requested under this item on the bill of lading will be assessed a charge for which the Shipper, Consignee and the agent of the freight charges shall each be liable, jointly and severally. If the service is not performed, the charge will be cancelled. Nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for pickup or delivery charges from the Shipper.

## Consolidations – Distributions

## Item 217

On shipments delivered to a Carrier's service center (Freight Terminal) by another Carrier for purposes of consolidation or distribution, a handling charge of \$5.30 per 100 pounds, subject to a minimum charge of \$63.00 per shipment, will be assessed. Charges named herein must be prepaid.

## Liftgate Service

## Item 218

Where Carrier is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of the goods to or from Carrier's vehicle, an additional charge of \$11.00 per 100 pounds, subject to a minimum charge of \$214.00 and a maximum charge of \$522.00, will be assessed based upon the actual weight of the shipment or shipments for which such service is rendered, at one time.

The charges for this service shall ultimately be paid by the party for whom the service is performed. Notwithstanding the foregoing, any liftgate service shall be ultimately guaranteed by the Shipper, and nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for liftgate service from the Shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle. Service requested under this item on the bill of lading will be assessed a charge against the payor of freight charges. If the service is not performed, the charge will be cancelled.

## Pier, Wharf, and Container Freight Stations

## Item 219

Except as otherwise provided, rates and charges in tariffs governed by this tariff applying to U.S. Ports, on export, import, coastwise, or intercoastal traffic do not include loading or unloading of motor Carrier's vehicle. Any shipment picked up from or delivered to a location at ports, including container freight stations located within a port region, will be subject to the following rates and charges which include loading or unloading charges for the longshoremen, stevedores, or public loaders and shall be in addition to all other charges applicable to the shipment. This item does not apply to shipments picked up from or delivered to Yacht Clubs, Harbor Clubs, or Marinas.

<b>Locations</b>	<b>Rate or Charge per 100 pounds</b>	<b>Minimum Charge</b>
Piers or Wharfs	\$14.50	\$250.00
Container Freight Stations (CFS)	n/a	\$86.00

## Re-Labeling

## Item 220

The provisions of NMF 100 Item 580 will apply: however, Carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to a charge of \$6.70 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$110.00 per shipment.

## Notification Prior to Delivery

## Item 221

When instructions or requests are made to Carrier, requiring, asking, or encouraging carrier to provide notice prior to delivery, the charge for this service shall be \$14.00.

In general, notice occurs when Carrier informs or advises consignee or Shipper of arrival prior to delivery. Notice is often, but not necessarily, provided when the driver is in route, or the day of delivery. Instructions or requests for notice may be communicated orally or in writing, noted on a bill of lading or any shipping order, or otherwise. Examples include, but are not limited to, "Call for carrier convenience," "Call ahead," or "Call before delivery." When Notification Prior to Delivery is requested on the original Bill of Lading, the charge for notification will be charged to the party responsible for all other charges (shipper if a prepaid shipment and consignee if a collect shipment). Notice differs from Appointments and other guaranteed service offerings (i.e., Time Date Critical, G!, and G12!); what constitutes each is determined by Carrier in its reasonable discretion, and each is subject to different fees identified in different tariff Items.

## Palletizing, Sorting, or Segregating

## Item 222

**RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:** Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, palletizing, sorting, or segregating freight. Any request for such service shall subject the shipment to a charge of \$1.60 per piece or \$4.30 per 100 pounds, whichever produces the greater amount, with a minimum charge of \$169.00 per shipment. A request shall not be construed as an obligation of the Carrier to perform such services.

## Residential/Non-Commercial Pickup or Delivery

## Item 224

- (1) Before attempting delivery to residences/non-commercial locations, the Carrier must reach agreement with the consignee or shipper regarding the date and time (approximate) of such delivery. This arrangement for delivery may be accomplished through a notation by the shipper on the Bill of Lading, or by oral or written arrangement between the Carrier and the consignee. In any case, some mutually agreed-upon arrangement for delivery must be made before tender of delivery is initially attempted.
- (2) Shipments picked up at or delivered to residences/non-commercial locations (see Notes 1 and 2) or camps (other than Military) will be assessed a charge of \$13.90 per 100 pounds, subject to a minimum charge of \$154.00 per shipment and a maximum charge of \$758.00 per shipment or maximum \$758.00 per trailer if more than one trailer is used to transport the shipment.
- (3) Pickup and delivery to residences/non-commercial locations shall be limited to the entrance of the front door, back door, garage, or car port.

- (4) The charges provided in this item apply separately for pickup and separately for delivery and are in addition to inside delivery and all other lawful charges.

Note 1: The term “residences/non-commercial” also includes apartments, places of worship, schools (K–12 grade), pre-schools, day cares, camps, farms, public storage facilities, business operating within a private residence, and other such locations not generally recognized as commercial locations and shall apply to the entire premises.

Note 2: If more than one shipment is picked up or delivered at one time and place at a residences/non-commercial locations or camp (other than military), the minimum and maximum charges published in this item shall apply per pickup rather than per shipment as indicated above.

## Saturdays, Sundays, Holidays, or After Business Hours Pickup or Delivery

### Item 225

- (1) When shipper or consignee requests Carrier to pick up or deliver freight on Saturdays, Sundays, Holidays, or after business hours, or requests Carrier to pick up or deliver equipment, either empty or containing freight, on Saturdays, Sundays, Holidays, or after business hours, such service will be subject to a charge of \$163.00 per labor hour or any fraction thereof, minimum charge based upon four hours service. Such charges shall be in addition to all other applicable charges.
- (2) 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.

## Exhibition Sites Pickup or Delivery

### Item 226

Shipments originating at or destined to exhibition sites will be subject to an additional charge as indicated below. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item. The charge for this service will be \$16.00 per 100 lbs., subject to a Minimum Charge of \$244.00 per shipment.

Note 1: Does not apply to drop-pickup loaded by shipper or drop-delivery trailers unloaded by consignee.

Note 2: Neither Time/Date Critical nor Appointment can be used for Exhibition Site Delivery.

## Excessive Value/Liability Charge

### Item 227

Articles tendered with a value greater than the applicable limitations set forth herein shall be considered of extraordinary value. Articles of extraordinary value will be accepted for shipment subject to the limitations of liability stated herein unless the shipper requests excess value liability on the Bill of Lading and pays an additional charge as described below. Shipper declared values in excess of the liability maximums stated herein will be accepted as a request for excess value liability and additional charges will be applied. Excess value liability shall not exceed full actual value of the article(s) lost or damaged in transit, and may not exceed \$100,000.00 per shipment.

**Notice:** Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental, or consequential damages.

Carrier will assess an additional charge of three percent (3%) of the declared value in excess of the initial maximum liability based on the stated class and weight of the shipment, subject to a minimum excess value coverage charge of \$88.00. Such charge is in addition to the Carrier’s freight charges. Charges are to be paid by the party responsible for payment.

**Note 1:** Shipper must clearly indicate in writing on the Bill of Lading at time of shipment the shipper’s intent to request additional excess value liability and the total dollar amount of excess value coverage requested.

Excess value liability requested is hereby specifically stated by the Shipper to be in total USD \$ \_\_\_\_\_, or CAN \$ \_\_\_\_\_, and Shipper agrees to pay the additional excess value liability charge: \_\_\_\_\_ (Shipper’s Initials).

- Note 2: Excess value charges must be paid by the party responsible for payment of the freight charges.
- Note 3: When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, Carrier's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.
- Note 4: Excess value liability cannot be requested on articles considered as "Used", "Reconditioned", "Refurbished" or any "Household Goods" article.

## Reconsignment or Diversion

## Item 228

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

(1) **DEFINITIONS OF RECONSIGNMENT OR DIVERSION:**

For the purpose of this rule, the terms "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 shipper or consignee.
- (b) A change in the place of delivery.
- (c) Relinquishment of shipment at point of origin.
- (d) Instructions received by the originating Carrier prior to receipt of shipment.
- (e) Refused shipments being returned to the original shipper.

(2) **CONDITIONS:**

- (a) Requests for reconsignment must be made in writing from the shipper, consignee or their authorized agents. The Carrier must be satisfied that the party making the request has the authority to do so. If an agent of the shipper or consignee makes a reconsignment request, then in addition to the standard written request, the third party needs to include that they are making the request as an agent of either the shipper or consignee. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping label, shipping order or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments, may be reconsigned.
- (e) An order for reconsignment of a shipment governed by an Order Notified BOL will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed, or exchanged.
- (f) Marking or tagging of the shipment to incorporate new address will be performed by Carrier, subject to instructions provided by party requesting the changes.
- (g) Reconsignment will NOT be permitted on "In Bond" shipments.

**CHARGES:**

- (3) Reconsignment as defined in Paragraph (1) will be subject to the following:

<b>Reconsignment</b>	<b>Charge</b>
Change in documentation	\$103.00 Plus:

Transportation to deliver to new destination, using Tariff CNWY 599, effective current on date of shipment, rates from original destination Carrier Service Center to the new place of delivery, including any minimum charge, if applicable.

## Redelivery

## Item 229

When a shipment is tendered for delivery and, through no fault of the Carrier, such delivery cannot be accomplished, additional tenders and final delivery will be subject to the following provisions:

If one or more additional tenders, or final delivery of the shipments are made at consignee's place, a charge of \$16.00 per 100 pounds, subject to a minimum charge of \$151.00 and a maximum charge of \$420.00 per shipment or \$420.00 per trailer if more than one trailer is used to transport the shipment, will be made for each such tender and for the final delivery.

## Single Shipments (exception to NMF 100, Item 595)

## Item 230

As an exception to Item 595 of NMF 100 Series, a single shipment with an actual weight of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same pickup site, will be subject to a charge of \$47.00 per shipment, in addition to all other lawfully applicable charges.

## Storage

## Item 231

The Shipper, Consignee, and their respective agents, including but not limited to a Broker and or any Third-Party Logistics Management provider, shall each be jointly and severally liable for all unpaid charges payable on account of shipment, including storage charges. Freight held in Carrier's possession through no fault of the Carrier, but because of an act or an omission of another, such as the shipper, consignee, or owner, or for custom clearance or inspection (see Item 211), will be considered stored immediately, and will be subject to the following provisions:

- (1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M., the calendar day after freight is received by the Carrier.
- (2) Storage charges on undelivered freight will begin at 12:01A.M. on the second business day after the Arrival Day. The Arrival Day shall be either (i) the calendar day of actual arrival of undelivered freight at Carrier's service center, or (ii) the calendar day for the Standard Transit Time, whichever is later. Storage charges will accrue every day thereafter, excluding Holidays and weekends.

For example:

- (a) storage charges for undelivered freight arriving at the service center on Saturday shall begin as of 12:01 a.m. on Wednesday;
- (b) storage charges for undelivered freight arriving at the service center on Monday shall begin as of 12:01 a.m. on Wednesday;
- (c) storage charges for undelivered freight that arrives at the service center before an expected Standard Transit Time for Monday shall begin as of 12:01 a.m. on Wednesday.

- (3) The daily charge for this storage service will be \$60 per day for the first three days, followed by \$200 per day thereafter.
- (4) Storage charges for Time Date Critical shipments will begin at 12:01 A.M on the sixth business day after the calendar day of arrival at the Carrier's Service Center and be assessed a \$200 per day fee thereafter.

**Nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for storage charges from the Shipper. No provision in this item shall prevent a Shipper or Broker from recovering payment for storage made by a Shipper or Broker to Carrier from any third party that is responsible for the storage fees.**

Note 1: The Standard Transit Time will be the time listed on the Carrier's Internet website (<http://xpo.com/solutions/transportation/less-than-truckload-1tl>) on the day the shipment is tendered. In general, the Standard Transit Time means the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading.

## Hazardous and Radioactive Materials

## Item 232

Carrier may accept shipments of hazardous materials or radioactive materials for transportation in accordance with the transportation requirements of the U. S. Department of Transportation ("D.O.T.") and the U. S. Nuclear Regulatory Commission, subject to the following provisions:

- (1) If required by federal, state or local regulations, Carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipment of hazardous materials, from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate state or local agency for the transportation of hazardous materials, and any interstate highway not disapproved by a state or local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115 percent of the shortest mileage from initial origin to final destination, the distance in excess of 115 percent will be charged for at the rate of \$11.00 per mile. All mileages shall be computed by use of Rand McNally MileMaker.
- (2) When special permits authorizing the transportation of specific shipments of hazardous materials are required by federal, state or local regulations, the purchase costs of such permits will be paid by the Carrier and collected as follows:

The purchase costs of such permits, plus a service charge of \$69.00 per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.
- (3) Any notation on the Bill of Lading which in any way limits or denies Carrier access to the vehicle in which the shipment is loaded, shall be deemed by the Carrier to require Exclusive Use of Vehicle services in accordance with the provisions of CNWY 199, Item 11, herein.
- (4) Hazardous material (HM) shipments must be tendered on Carrier's Bill of Lading, "Uniform Straight," "Straight Bill of Lading Short Form," or "Straight" Bill of Lading forms as shown in NMF 100. Shipper shall comply with all applicable D.O.T. regulations regarding the transportation of hazardous materials, including identifying the shipment as being hazardous material, providing the appropriate description sequence of the hazardous material, providing emergency contact information, and properly packaging and labeling of the hazardous material.

Fines and/or penalties which are imposed on the Carrier as a result of the Shipper's failure to meet D.O.T. requirements will be charged back to the Shipper who will reimburse Carrier for all losses incurred.
- (5) Hazardous materials and commodities in the categories listed below are embargoed from movement on Carrier:
  - (a) Class A Explosives (Division 1.1, 1.2, 1.5)
  - (b) Class B Explosives (Division 1.3)
  - (c) HRCQ Radioactive Materials (Class 7) (Radioactive materials moving in quantities designated as "Highway Route Controlled Quantities" (HRCQ))



- (d) Hazardous waste or material requiring an *EPA Hazardous Waste Manifest*, including any material described as a waste, such as radioactive waste, medical waste, or any other waste.
  - (e) Etiologic Agents/Infectious Substances (Division 6.2)
  - (f) Material poisonous by inhalation for hazard zone A.
  - (g) Material poisonous by inhalation for hazard zone B when offered in a bulk package greater than 119 gallons
  - (h) Carbon black material and its derivatives
- (6) As used herein, hazardous materials means articles described in Title 49, CFR. When service is provided by Carrier to transport materials defined under Title 49, CFR, an additional charge of \$44.00 will be assessed to each shipment. When a shipment is accorded split delivery or stopping in transit for partial loading or unloading these charges will apply to each stop separately, wherever the service is performed.

## Cubic Capacity

## Item 233

Any shipment requiring 350 cubic feet or more of trailer space with an average density of less than 3 pcf, the weight will be calculated as follows:

The shipment total cubic feet will be multiplied by 6 to determine the resultant weight. The actual weight will be artificially increased to the resultant weight and rated at class 125 from origin to destination with negotiated contractual discounts excluding FAKs and NMFC overrides.

### Conditions:

- A. The total cubic feet each shipment occupies or requires in a trailer will be determined in accordance with the provisions of Section 8 of Item 110 in the NMF 100 series. A minimum vertical dimension of 96 inches shall be used to determine the cube of any article which is 75 inches or greater in height unless exceeded by the actual measurement(s).
- B. When a shipper prohibits the carrier from utilizing any part of a trailer by means of installing partitions, blocking, bracing or any other means, the measurements used in determining the cubic requirements of the shipment will be:
  - Height: 96 inches
  - Width: 96 inches
  - Length: The linear distance from the inside front of the trailer to that portion of the partition, blocking, bracing, etc., nearest the rear of the trailer.
- C. This item will also apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading qualify under the provisions of this item.
- D. The provisions of this item are not applicable in conjunction with shipments subject to:
  - 1. Truckload rates or charges
  - 2. Rates which apply per vehicle used
  - 3. Item 234, Lineal Foot provisions
  - 4. Exclusive use of vehicle provisions
  - 5. Spot Quotes
- E. Each shipment rated from this item will be subject to the higher of the Cubic Capacity rate or the customer's otherwise applicable pricing provisions.

## Lineal Foot Application

## Item 234

A lineal foot charge shall apply when a shipment, or combined portions thereof, meets all conditions of Criteria 1 or Criteria 2 as defined below and subject to conditions (a) through (j). All measurements of criteria(s) and all conditions of this provision are in consideration of the carrier's standard operating equipment, a 28' 'pup' trailer equipped with adjustable load bars. Non-standard equipment utilized in our operations will not be considered in the computation of this provision.

- Criteria #1:
  - Equals or exceeds fourteen feet (14.0') of the length of a trailer: and
  - Equals or exceeds forty-nine inches (49.0") of the width of a trailer: and
  - Equals or exceeds fifty-one inches (51.0") of the height of a trailer.

or

- Criteria #2
  - Equals or exceeds one hundred twelve square feet (112.0 ft<sup>2</sup>) of the floor space of the trailer: and
  - Equals or exceeds fifty-one inches (51.0") of the height of a trailer.

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

Miles	Per Mile Rate (in cents)
Less than 750	19 cents per lineal foot
750 but less than 1200	17 cents per lineal foot
1200 but less than 1800	13 cents per lineal foot
1800 or greater	11 cents per lineal foot
Example of over 1800 mile → 38 lineal feet * 11 cents = \$4.18/mile (plus LTL fuel surcharge)	

Conditions:

- (a) If loaded on our standard operating equipment (as noted above), Lineal feet will be determined (subject to Condition C of this provision) as if utilizing all trailer floor space as close to the nose of the trailer as possible. Carrier will not be held liable for, nor shall it have any obligation to rehandle, reconstruct or reload the shipment to reduce the utilized cube as tendered by the shipper to disqualify this provision. Handling units with a dimension which exceeds the door opening width of Carrier's standard 'pup' trailer and cannot be turned will not have the lineal foot rate determined as if they could be turned.
- (b) The dimensions of each handling unit shall be calculated using the maximum length, width, and height.
- (c) At the time of inspection, shipments that are loaded or tendered in such a manner on a 28 foot trailer, that determining the total cube of each package/handling unit is impractical, or shipments loaded or tendered in such a manner on a 28 foot trailer that is operationally unsound to transfer or move, will have the lineal feet calculated on the lineal dimensions of the entire shipment as a whole, regardless if one additional increment of the shipment can be loaded again.
- (d) When the calculated lineal foot is less than 50% of a whole lineal foot, the rate shall be determined by rounding down to the whole lineal foot. If the calculated lineal feet is 50% or greater than a whole lineal foot, the rate shall be rounded up to the whole lineal foot.
- (e) Mileage will be calculated based on the Rand McNally MileMaker.
- (f) The CNWY 190 LTL Fuel Surcharge applies in addition to the per Mile Rate.
- (g) Carrier personnel shall note the lineal foot on the shipping order, bill of lading, delivery receipt, other shipping document or within the Inspection Report and include the lineal feet of loading space the shipment occupies.
- (h) Each shipment rated from this item will be subject to the higher of the Lineal Foot rate or the customer's otherwise applicable pricing provisions. In either case, the charge will not be less than \$689.00. Each shipment rated from this item is subject to a maximum charge equal to the Volume Shipment Pricing as defined in Item 30 of this tariff if applicable.

- (i) The provisions of this item will not apply when a shipment exceeds 15,000 pounds per 28 foot trailer or would exceed 15,000 pounds on a pro-rated basis. 15,000 lbs divided by 28 lineal feet equals 536 lbs per lineal foot. If the shipment exceeds this weight per lineal foot the provisions of Item 234 does not apply.
- (j) This item will also apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading, qualify under the provisions of this item.

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

## High Cost Delivery Surcharge

## Item 235

### Section 1

Shipments delivered to any ZIP/Postal Code referenced below will, in addition to all other applicable charges, be assessed a charge of \$78.00 per shipment, or \$7.80 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$171.00.

**All of British Columbia** - All postal codes beginning with the letter “V”

**Chicago Loop Area** – The following 5-digit ZIP Codes:

60601-60607, 60610, 60611, 60654, 60661, 60664, 60666, 60670, 60680, and 60681

**Downtown Atlanta** – The following 5-digit ZIP Codes: 30303, 30308-30310, 30312-30316, 30318, and 30334

**Greater Metro Boston Area** – The following 5-digit ZIP Codes:

Allston	Brookline Village	Hyde Park	Somerville
02134	02447	02136	02143-02145
Boston	Cambridge	Jamaica Plain	South Boston
02115-02117, 02120	02138-02142, 02163	02130	02127
02201, 02203-02207,	Charlestown	Mattapan	State House Boston
02210-02212, 02215-	02129	02126	02133
02217, 02222	Dorchester	Readville	West Roxbury
Brighton	02121-02125	02136-02137	02132
02135	Downtown Boston	Roslindale	Winthrop
Brookline	02108-02114	02131	02152
02445-02446	East Boston	Roxbury	
	02128	02118-02120	

**Massachusetts Cape Cod Area** – The following 3-digit ZIP Codes prefix: 025 and 026

Note: ZIP Codes to Martha’s Vineyard, MA (02535, 02539, 02552, 02557, 02568, 02573, 02575) and Nantucket, MA (02554, 02564, 02584) are excluded from this item (see Item 237)

**Maryland Shore** - The following 5-digit ZIP Codes:

Betterman	Ewell	Oxford/Trappe Station	Tilghman
21610	21824	21654	21671
Bozman	Chestetown	Rock Hall	Waterview/Nanicoke
21612	21620	21661	21840
Church Creek	Hoopers (Fishing Creek)	Royal Oak	Wingate
21622	21634	21662	21675

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Crapo 21626	Madison 21648	Sherwood 21665	Wittman 21676
Cristfield 21817	Marion Station 21838	St. Michaels 21663	Woolford 21677
Deal Island 21821	Neavitt 21652	Taylor's Island 21669	

**New Jersey Shore** - The following 5-digit ZIP Codes:

Atlantic City 08401, 08404-05	Highlands/Sandy Hook 07732	Mantoloking 08738	Sea Bright/Rumsun 07760
Atlantic Highlands 07716	Seaside Park 08752	Margate City 08402	Sea Isle City 08243
Avalon 08202	Island Heights 08732	Monmouth Beach 07750	Seaside Heights 08751
Barneget Light 08006	Lanoka Harbor 08734	Normandy Beach 08739	Stone Harbor 08247
Brigantine 08203	Lavallette 08735	North Wildwood 08260	Strathmere 08248
Cape May 08204	Long Beach Island 08008	Ocean City 08226	Townsend Inlet 08243
Del Haven 08251	Longport 08403	Ocean Gate 08740	Ventnor 08406
Cape May Point 08212	Manahawkin 08050	Point Pleasant Beach 08742	Wildwood 08260

**Louisiana** - All ZIP Codes within the 3-digit prefix of 700 and 701 and the following 5-digit ZIP Codes:

Abita Springs 70420	Galliano 70354	Lacombe 70445	Raceland 70394
Bourg 70343	Gheens 70355	Larose 70373	Saint Benedict 70457
Chauvin 70344	Gibson 70356	Lockport 70374	Schriever 70395
Covington 70433-70435	Golden Meadow 70357	Madisonville 70447	Slidell 70458-70461, 70469
Cut Off 70345	Grand Isle 70358	Mandeville 70448, 70470-70471	Theriot 70397
Donner 70352	Gray 70359	Mathews 70375	Thibodaux 70301-70302, 70310
Dunlac 70353	Houma 70360-70361, 70363-70364	Montegut 70377	
Folsom 70437	Kraemer 70371	Pearl River 70452	

**Points On The San Francisco Peninsula** – All ZIP codes within the 3-digit prefix of 941 and the following 5-digit ZIP Codes:

Atherton 94027	Daly City 94014-94015	Portola Valley 94028	San Mateo 94401-94404
Belmont 94002	Menlo Park 94025-94027	Redwood City 94061-94063, 94065	South San Francisco 94080
Brisbane 94005	Millbrae 94030	San Bruno 94066	
Burlingame 94010	Pacifica 94044	San Carlos 94070	

**Greater Downtown Los Angeles and Hollywood, CA, Area** - The following 5-digit ZIP Codes:

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Bel Air / Bel Air Hills (LA) 90024, 90077, and 90096	Los Feliz / Griffith Park (LA) 90027	Santa Monica 90401-90405
Beverly Hills 90210-90212	Malibu 90263 and 90265	Topanga 90290
Century City 90067	Mar Vista (LA) 90066	Venice 90291-90296
Culver City 90230 and 90232	Marina Del Rey 90292	Westchester 90045
Hollywood 90028 and 90068	Pacific Palisades 90272	West Los Angeles 90025
Los Angeles 90004, 90005, 90010, 90012- 90017, 90020, 90026, 90029, 90035, 90036, 90049, 90064, and 90071	Playa Del Rey 90293	West Hollywood 90038, 90046, 90048, and 90069
	Playa Del Vista 90294	

**South Carolina Island Communities** - The following 5-digit ZIP Codes:

Bluffton 29909-29910	Hilton Head 29925, 29926, 29928, 29938
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**Upstate New York** – All ZIP Codes with the 3-digit prefix of 124 and 127 and the following 5-digit ZIP Codes:

Adirondack 12808	Crown Point 12928	Keene Valley 12943	Northville 12134	Severance 12872
Athol 12810	Diamond Point 12824	Lake George 12845	Olmstedville 12857	Silver Bay 12874
Bakers Mills 12811	Eagle Bay 13331	Lake Luzerne 12846	Paradox 12858	Speculator 12164
Blue Mountain Lake 12812	Hague 12836	Lake Pleasant 12108	Port Henry 12974	Stony Creek 12878
Bolton Landing 12814	Hampton 12837	Long Lake 12847	Pottersville 12860	Ticonderoga 12883
Brant Lake 12815	Huletts Landing 12841	Minerva 12851	Putnam Station 12861	Warrensburg 12885
Chestertown 12817	Indian Lake 12842	New Russia 12964	Raquette Lake 13436	Wells 12190
Clemons 12819	Inlet 13360	Newcomb 12852	Riparius 12862	Wevertown 12886
Cleverdale 12820	Johnsburg 12843	North Creek 12853	Sabael 12864	Whitehall 12887
Comstock 12821	Kattskill Bay 12844	North River 12856	Schroon Lake 12870	Witherbee 12998
Corinth 12822				

**Washington Island, WI** – ZIP Code 54246

**Greater Metro Washington, DC**

**Note: Shipments delivered to any ZIP Code referenced below will, in addition to all other applicable charges, be assessed a charge of \$98.00 per shipment, or \$17.00 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$242.00. This applies only to shipments that are rated on tariffs other than CNWY599 or HVY599 in effect on date of shipment. Otherwise the regular fee applies.**

1) **Washington, D.C.** - All ZIP Codes with 3-digit prefix of 200, 202, 203, 204, and 205

2) **Maryland** – the following 5-digit ZIP Codes:

Andrews Air Force Base 20762	Fort Washington 20744	Potomac 20854
Bethesda 20810-20811, 20813-20817	Grasonville 21638	Riverdale 20737-20738
Capitol Heights 20743	Greenbelt 20770-20771	Rockville 20847-20855, 20857, 20859
Chester 21619	Hyattsville 20781-20785	Silver Spring 20901-20908, 20910-20916,
Cheverly 20784-20785	Kensington 20895	20918, 20993, 20997
		Stevensville 21666
Chevy Chase 20815	Landover Hills 20784	Suitland 20746
College Park 20740, 20742	Lanham 20706	Takoma Park 20901, 20912
District Heights 20747	Oxon Hill 20745	Temple Hills 20748

2) **Virginia** – the following 5-digit ZIP Codes:

Alexandria 22301-22315, 22320-22321, 22331-22334, 22336	Fairfax 20151-20153, 22030-22038	McLean 22067, 22101-22103, 22106- 22109
Annandale 22003	Fairfax Station 22039	Oakton 22124, 22185
Arlington 22201-22210, 22213-22219	Falls Church 22040-22047	Reston 20190-20196
Burke 22009, 22015	Great Falls 22066	Sterling 20163-20167
Catharpin 20143	Herndon 20170-20172	Tysons Corner (Vienna) 22180-22182
Centerville 20120-20122	Manassas 20108-20113	Vienna 22027, 22183-22185
Clifton 20124	Merrifield 22081-22082, 22116, 22118- 22120	

## **Section 2**

Shipments delivered to any ZIP Code referenced below will, in addition to all other applicable charges, be assessed a charge of \$225.00 per shipment, or \$22.50 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$493.00. **This applies only to shipments that are rated on tariffs other than CNWY599 or HVY599 in effect on date of shipment.**

**Downtown Philadelphia** – The following 5-digit ZIP Codes: 19101-19107

**Greater NYC and adjacent NJ Area** – All ZIP Codes with the 3-digit prefix of:  
100-108, 110-119, 070-073, and 076

**Greater Seattle/Tacoma, WA Area - All ZIP Codes with 3-digit prefix of 980, 981, 983, and 984 and the following 5-digit ZIP Codes including all or a portion of the city's name:**

Allyn 98524	Lilliwaup 98555	Skykomish 98288
Baring 98224	Littlerock 98556	Snohomish 98290-98291, 98296
Belfair 98528	McKenna 98558	Startup 98293, 98294
East Olympia 98540	Monroe 98272	Sultan 98294
Everett 98201, 98203-98208, 98213	Mukilteo 98275	Tahuya 98588
Gold Bar 98251	Olympia 98507-98509, 98511-98513,	Tenino 98589
Grapeview 98546	98516, 98599	Tumwater 98501, 98511, 98512
Hoodspport 98548	Rainier 98576	Union 98592
Index 98256	Roy 98580	Yelm 98597
Lacey 98503, 98506, 98509, 98513,	Shelton/Skok/Smokomish Nation	
98516	98584	

**Note: Does not apply to shipments that originate from the states of Oregon or Washington.**

## Homeland Security

## Item 236

The Carrier Homeland Security Fee will apply on all shipments moving across the Canada / U.S. border (both northbound and southbound). The fee will be \$37.00 (U.S. Dollars) per shipment.

## Island Delivery

## Item 237

In addition to all other applicable rates and charges, Carrier will assess a fee of \$229.00 per shipment on all shipments with the following destinations:

Shelter Island, NY 11964  
 Shelter Island Heights, NY, 11965  
 Dauphin Island, AL 36528  
 Ocracoke, NC 27960  
 Isleboro, ME 04848  
 Northhaven, ME 04853  
 Vinalhaven, ME 04863  
 Boca Grande, FL 33921  
 Captiva, FL 33924  
 Sanibel, FL 33957  
 Deer Harbor, WA 98243  
 Eastsound, WA 98245  
 Lopez Island, WA 98261  
 Olga, WA 98279

Orcas, WA 98280  
 Shaw Island, WA 98286  
 San Juan Island, WA 98250  
 Waldron Island, WA 98297  
 Stuart Island, WA 98250  
 Decatur Island, WA 98261  
 Blakely Island and Cypress Island, WA 98222  
 Lummi Island, WA 98262  
 Point Roberts, WA 98281  
 Bainbridge Island, WA 98110  
 Anderson Island, WA 98303  
 Vashon Island, WA 98070  
 Avalon, CA 90704  
 Johns Island and Kiawah Island, SC 29455

North Padre Island, TX 78373

Martha's Vineyard, MA 02535, 02539, 02552,  
02557, 02568, 02573, 02575

Drummond Island, MI 49726

Pensacola Beach, FL 32561

Greenbank, WA 98253

Oak Harbor, WA 98277

Nantucket, MA 02554, 02564, 02584

Newfoundland Island, Canada

Clinton, WA 98236

Langley, WA 98260

Freeland, WA 98249

Coupeville, WA 98239

NAS Whidbey, WA 98278

## Excessive Length Shipments

## Item 238

- Shipments consisting of handling unit(s) with a length of at least 8 feet but less than 11 feet will be subject to a charge of \$257.00 per shipment.
- Shipments consisting of handling unit(s) with a length of at least 11 feet but less than 16 feet will be subject to a charge of \$547.00 per shipment.
- Shipments consisting of handling unit(s) with a length of at least 16 feet but less than 20 feet will be subject to a charge of \$1,387.00 per shipment.
- Shipments consisting of handling unit(s) with a length of 20 feet and greater will be subject to a charge of \$4,684.00 per shipment.

This is in addition to all other applicable rates and charges. This item will not apply on shipments subject to Exclusive use, Lineal Foot, or Truckload rated shipments.

**In accordance with NMFC Rule 680, Sec. 2 and Carrier policy, shipments of pipe, bars, rods or tubing, regardless of length, must be tendered in a fully enclosed six-sided wooden crate to protect the contents of the shipment and to protect against damage to other shipments and equipment. Carrier reserves the right to not accept uncrated shipments of this nature which would not be reasonably safe and practicable for transportation.**

## Weighing of Shipments

## Item 239

### **SECTION 1—Weight not on Bill of Lading**

If shipper fails to indicate a weight of their shipment on the original bill of lading, Carrier will weigh the shipment and charge a fee of \$41.00 per shipment to perform this service. This fee will also be assessed should shipper or consignee request that Carrier weigh or reweigh a shipment for any reason.

### **SECTION 2—Reweight of Shipment**

- (1) In the event Carrier reweighs the shipment and the difference in weight is an increase of 50 pounds or greater than the weight stated on the bill of lading, a reweigh fee of \$41.00 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
- (2) In the event the Carrier applies a reweigh correction pursuant to paragraph (1) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the highest classed article in the shipment.

## Blind Shipments

## Item 241

A blind shipment occurs when the paying customer has contracted with the carrier so that shipper or consignee information is not given. Oftentimes a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. A blind shipment can occur when the identity of the shipper is hidden from the consignee, when the identity of the consignee is hidden from the shipper, or when the shipment's place of origin and/or place of delivery is not disclosed to the consignor or consignee.



For purposes of this Tariff, blind shipment service occurs whenever an individual or entity asks XPO to prevent disclosure of the existence, identity, or other detailed information pertaining to those involved in shipping and receiving freight. Any request to conceal the existence, identity, location, or other details of one of the parties to the shipment shall constitute a blind shipment. For example, a request to modify the name of a party on the Bill of Lading or other freight documents to something other than the legal name or actual address of the shipper, consignee, consignor, will be deemed a blind shipment.

For each blind shipment,

- Carrier will make its best efforts, but cannot not ensure the confidentiality of the transaction.
- A charge of \$142.00 will apply in addition to all other applicable freight charges and accessorials. This service charge for administering a blind shipment request will apply even if the individual or entity requesting a blind shipment fails to satisfy all of the necessary prerequisites listed below.

In order for XPO to provide blind shipment service, the individual or entity requesting blind shipment service should provide the following to XPO:

- Two bills of lading, both Prepaid.
  - (1) One “true” or “original” Bill of Lading showing the true and valid identities, locations, and details, with nothing altered, omitted, or concealed (the “Original Bill of Lading”).
  - (2) A second “blind” Bill of Lading prepared to conceal the identities, locations, or other details the individual or entity requesting blind shipment service wants to conceal (the “Blind Shipment Bill of Lading”);
- The actual shipper name and address, consignor name and address, and consignee name and address, annotated on the Original Bill of Lading.
- The “Original Bill of Lading” should accurately identify the individual or entity requesting the blind shipment service, and that individual or entity should have an account and established credit with Carrier.

## Lumper Service Fee

## Item 242

When Carrier is required by the Shipper or the Shipper’s Consignee to utilize a third party service (“lumper”) to load or unload the Carrier’s vehicle, the following will apply:

- Carrier will not accept any liability or be responsible for damage or injury caused by any act or omission of the lumper in performing the services.
- Carrier will not be responsible or liable for any fees charged by or related to acquiring or utilizing said lumper. Carrier will be reimbursed by Shipper for any and all lumper charges incurred by Carrier. Shipper, as the party ultimately responsible for the freight charges, shall reimburse Carrier for any and all expenses, charges or fees assessed by said lumper.

No provision in this item shall prevent Shipper from recovering payment for lumper service made by Shipper to Carrier from a party that requires a lumper to load or unload Carrier’s vehicle, if different from Shipper.

- In addition to reimbursement for any expenses, charges or fees assessed by any lumper service, Carrier will assess against the Shipper a per shipment processing charge of \$10.00. The shipment processing charge of \$10.00 is in addition to the lumper fees.
- The Shipper, as the party ultimately responsible for all freight charges, shall also be responsible for the charges accrued under this item.

Example: Lumper service charges carrier \$200 for unloading/loading freight. Carrier charges Shipper \$200 + \$10 = \$210

## Time Date Critical

## Item 244

A charge of \$166.00 per shipment will be applied to any Time Date Critical shipments. A Time Date Critical (“TDC”) shipment is any shipment that is tendered bearing a notation or other special handling instructions requesting Carrier to “Deliver On” a particular date/time, or “Deliver Between” a particular date/time range, or other similar wording indicating any time specific delivery. Shipper acknowledges that Time Date Critical shipments are subject to Carrier’s published transit times. If the time-critical date is requested on a shipment’s standard service due date, and a delivery time is requested before noon delivery, delivery will be promised by noon. Carrier will have an allowance of one hour before/after the time requested to deliver. TDC shipments that request Carrier to deliver within a particular date range or time frame that are inconsistent with Carrier’s published transit times shall be Shipper’s authorization for Storage in accordance with Item 231.

Note: A shipment tendered with a notation of “Deliver By” date will not be subject to this item, as long as that date is consistent with Carrier’s published transit times.

## California Compliance Surcharge

## Item 246

Shipments originating from and/or destined to the state of California will be subject to a charge of \$15.00 per shipment, in addition to all other applicable charges.

## Remote Delivery Charge

## Item 247

Shipments delivered to zip codes in Section 1 and Section 2 below are assessed respective “Remote Delivery Charges” because of the relatively remote geographic postal delivery areas or locations identified by the zip codes.

### Section 1

Shipments delivered to any zip code referenced below in Section 1 will be assessed a “Remote Delivery Charge.” This Section 1 Remote Delivery Charge shall be \$7.80 per 100 pounds or \$78.00 per shipment, whichever is the greater amount, subject to a maximum charge of \$171.00. This Remote Delivery Charge is in addition to all other applicable charges, **This applies only to shipments that are rated on tariffs other than CNWY599 or HVY599 in effect on the date of shipment.**

03048	03071	03216	03218	03222	03225	03280	03810	03902	03907	03910	03911	04001
04003	04004	04008	04013	04014	04016	04022	04024	04028	04029	04040	04041	04047
04050	04051	04054	04056	04066	04076	04079	04095	04108	04216	04221	04222	04223
04225	04226	04238	04261	04267	04275	04287	04288	04292	04406	04414	04415	04418
04422	04441	04443	04448	04449	04451	04453	04457	04459	04462	04463	04464	04468
04471	04478	04479	04481	04485	04487	04493	04495	04497	04565	04730	04732	04733
04734	04735	04736	04737	04738	04739	04740	04741	04742	04743	04744	04745	04746
04747	04750	04751	04756	04757	04758	04760	04761	04762	04763	04764	04765	04766
04768	04769	04772	04773	04774	04775	04776	04777	04779	04780	04781	04783	04785
04786	04787	04932	04936	04945	04947	04970	04982	06013	06021	06058	06249	06420
06751	06752	06756	06763	06783	07435	07456	07458	07461	07462	07480	07825	07826
07830	07832	07833	07845	07851	07863	07875	07920	07924	07931	08205	08210	08221
08223	08225	08230	08232	08242	08244	08246	10910	10911	10912	10923	10927	10931
10960	10968	10970	10974	10976	10980	10982	10984	10985	10986	10987	10988	10990
10992	10996	10997	10998	13614	13623	14715	14801	14842	14898	16731	16750	16828

# XPO Logistics

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16841	16875	16927	17729	17764	17776	18328	18415	18428	18435	18458	18614	19930
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21842	22026	22060	22079	22121	22122	22125	22172	22199	22211	22212	22225	22226
22227	22230	22240	22241	22242	22243	22244	22245	22246	22545	22554	22555	22556
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22922	22948	22958	22960	22964	22967	22976	22989	23301	23302	23303	23306	23307
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30665	30668	30678	31087	31516	31542	31550	31552	31553	31554	31557	31569	31624
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35576	35577	35579	35586	35592	35594	35610	35616	35620	35677	35739	35741	35747
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36858	36860	36875	36907	36916	36922	36925	37033	37317	37326	37391	37715	37722
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37864	37869	37872	37876	37878	37880	37881	37882	37888	37891	38040	38068	38079

# XPO Logistics

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38680	38683	38685	38686	38739	38767	38820	38825	38833	38835	38838	38839	38844
38846	38848	38856	38857	38859	38864	38865	38870	38871	38873	38874	38875	38877
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38955	38961	39121	39122	39165	39341	39452	39552	39553	39555	39669	39736	39737
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41762	41763	41764	41766	41774	41775	41776	41777	41778	41804	41812	41815	41817
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49919	49920	49921	49922	49925	49927	49929	49930	49931	49934	49935	49938	49942
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57764	57766	57767	57769	57770	57772	57776	57782	57787	57792	57794	58212	58236
58239	58254	58255	58277	58281	58316	58321	58323	58329	58339	58352	58355	58361
58363	58365	58367	58369	58372	58384	58413	58436	58439	58441	58627	58632	58634
58643	58649	58710	58721	58723	58727	58730	58736	58737	58752	58755	58758	58765
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58856	59012	59016	59020	59027	59030	59039	59054	59055	59058	59062	59065	59066
59067	59075	59076	59077	59078	59081	59083	59087	59219	59231	59242	59244	59250
59252	59253	59256	59257	59273	59276	59311	59312	59314	59316	59319	59332	59336
59337	59341	59343	59344	59345	59351	59639	59640	59641	59643	59644	59645	59647
59648	59710	59713	59716	59720	59722	59724	59725	59727	59728	59729	59730	59731
59733	59735	59736	59739	59743	59745	59746	59747	59749	59751	59754	59755	59756
59758	59760	59761	59762	59820	59824	59825	59826	59827	59831	59832	59837	59842
59843	59844	59845	59853	59858	59859	59866	59867	59868	59871	59872	59873	59874
59913	59916	59917	59918	59919	59920	59923	59925	59927	59928	59930	59935	59936
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63453	63458	63474	63543	63563	63637	66777	66840	66842	66843	66845	66851	66852
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67758	67761	67762	67764	67831	67834	67836	67840	67842	67844	67849	67850	67855
67857	67861	67862	67865	67878	67879	67950	67953	67954	68322	68416	68440	68622
68636	68652	68711	68713	68714	68715	68718	68719	68720	68722	68724	68725	68726
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68760	68761	68763	68764	68765	68766	68767	68769	68773	68777	68778	68779	68780
68781	68783	68786	68789	68813	68814	68821	68822	68823	68825	68833	68837	68850
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69153	69154	69155	69156	69157	69161	69162	69163	69165	69166	69167	69168	69169
69170	69171	69201	69210	69211	69212	69214	69216	69217	69218	69219	69220	69221
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70730	70732	70733	70736	70740	70743	70744	70747	70748	70749	70750	70752	70753
70756	70757	70761	70762	70763	70770	70772	70773	70774	70777	70778	70780	70782
70783	70784	70786	70787	70789	70792	71002	71003	71008	71016	71018	71019	71021
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71754	71758	71763	71764	71765	71770	71801	71802	71820	71823	71825	71826	71827
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71858	71859	71860	71861	71862	71864	71865	71940	71943	71957	71958	71962	71964
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72126	72131	72165	72322	72354	72360	72372	72386	72392	72413	72415	72426	72434
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72577	72578	72579	72583	72584	72585	72587	72623	72629	72644	72645	72661	72668
72686	72727	72760	72827	72829	72833	72835	72837	72843	72845	72846	72847	72853
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73860	73901	73931	73932	73933	73938	73939	73942	73944	73945	73947	73949	73950
73951	74451	74455	74462	74472	74571	74577	74578	74735	74736	74740	74745	74750
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75565	75566	75567	75570	75643	75657	75661	75669	75681	75694	75845	75847	75929
75937	75941	75944	75949	75954	75956	75958	75969	75972	75973	75976	75978	75980
76372	76388	76429	76444	76445	76449	76463	76474	76475	76483	76484	76486	76491
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76854	76855	76856	76857	76864	76865	76866	76869	76870	76872	76873	76874	76877
76880	76883	76885	76888	76930	76932	76934	76935	76936	76939	76941	76943	76945
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78385	78541	78582	78584	78591	78595	78597	78834	78839	78851	78880	78884	78885
78932	78944	78950	78954	79002	79005	79009	79011	79014	79022	79027	79035	79040
79044	79051	79054	79057	79061	79062	79079	79081	79083	79087	79095	79096	79226
79227	79229	79233	79236	79237	79244	79248	79255	79256	79257	79261	79325	79344
79370	79502	79506	79516	79521	79528	79534	79537	79539	79540	79544	79547	79549
79701	79702	79703	79704	79705	79706	79707	79708	79710	79711	79712	79713	79714
79718	79719	79730	79731	79734	79735	79739	79740	79741	79742	79743	79744	79745
79748	79749	79752	79754	79755	79756	79758	79759	79760	79761	79762	79763	79764
79765	79766	79768	79770	79772	79776	79777	79780	79781	79782	79783	79785	79786
79788	79789	79830	79831	79832	79834	79842	79843	79845	79846	79848	79852	79854
79855	80104	80108	80109	80116	80118	80132	80612	80648	80742	80808	80809	80813
80819	80829	80831	80833	80860	80864	80925	80926	81005	81019	81022	81023	81025
81030	81038	81039	81041	81043	81044	81050	81052	81054	81057	81058	81067	81069
81076	81077	81090	81092	81101	81102	81121	81123	81125	81133	81144	81147	81212
81215	81226	81240	81244	81323	81330	81401	81414	81416	81420	81425	81432	81601
81602	81611	81615	81620	81621	81623	81624	81632	81635	81636	81637	81647	81650
81652	81657	82050	82082	82190	82212	82214	82215	82217	82223	82244	82401	82410
82411	82412	82414	82420	82421	82422	82423	82426	82431	82432	82434	82435	82440
82642	82716	82717	82718	82721	82727	82732	82801	82832	82834	82836	82839	82842
82844	83001	83002	83011	83012	83013	83014	83025	83110	83111	83112	83118	83119
83120	83122	83126	83127	83128	83210	83212	83213	83214	83215	83217	83220	83223
83226	83227	83228	83229	83233	83235	83237	83238	83239	83241	83243	83244	83246
83250	83251	83253	83254	83255	83256	83262	83271	83272	83276	83277	83278	83281
83283	83285	83286	83287	83302	83332	83342	83346	83420	83421	83422	83423	83424
83425	83428	83429	83433	83434	83435	83436	83440	83441	83442	83445	83446	83448
83449	83450	83451	83452	83455	83460	83462	83463	83464	83465	83466	83467	83468
83469	83525	83547	83604	83611	83612	83615	83617	83622	83623	83624	83629	83631
83637	83638	83643	83650	83654	83666	83671	83672	83677	83801	83802	83808	83811
83826	83827	83830	83836	83842	83845	83853	83861	84501	84513	84515	84516	84518
84520	84521	84522	84523	84525	84526	84528	84529	84530	84532	84535	84537	84539
84540	84542	85321	85324	85325	85328	85332	85333	85348	85352	85357	85360	85362
85533	85534	85540	85605	85609	85611	85618	85619	85622	85623	85624	85625	85631
85632	85633	85634	85637	86016	86020	86023	86024	86025	86028	86029	86030	86031
86032	86033	86034	86035	86036	86039	86040	86042	86043	86044	86045	86047	86053
86054	86301	86302	86303	86304	86305	86313	86320	86321	86322	86323	86325	86326
86332	86333	86334	86335	86336	86337	86338	86340	86341	86343	86351	86403	86411
86412	86431	86433	86434	86435	86441	86444	86503	86504	86505	86507	86510	86511
86514	86515	86520	86535	86538	86544	86556	87009	87011	87012	87013	87014	87015
87017	87018	87024	87027	87029	87032	87035	87036	87037	87040	87041	87044	87046
87047	87053	87061	87064	87313	87315	87325	87413	87419	87455	87461	87510	87511
87512	87513	87514	87515	87517	87518	87519	87521	87522	87524	87527	87529	87530
87531	87532	87539	87540	87544	87545	87549	87551	87553	87554	87556	87557	87558
87562	87564	87565	87566	87567	87569	87571	87573	87575	87576	87577	87579	87580
87581	87583	87701	87710	87711	87712	87713	87714	87715	87718	87722	87723	87724

# XPO Logistics

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87728	87729	87730	87731	87732	87733	87734	87735	87736	87742	87743	87745	87746
87747	87749	87750	87752	87753	87801	87821	87823	87824	87827	87828	87829	87901
87935	87937	87939	87943	88009	88020	88022	88023	88025	88026	88028	88029	88030
88031	88034	88036	88038	88039	88040	88041	88042	88043	88045	88049	88051	88053
88055	88056	88061	88062	88065	88112	88113	88121	88135	88136	88213	88231	88252
88264	88265	88268	88301	88312	88316	88318	88321	88339	88342	88344	88347	88349
88350	88352	88353	88354	88401	88410	88411	88414	88415	88416	88417	88418	88421
88422	88424	88426	88427	88430	88431	88433	88434	88435	88436	88439	89010	89310
89409	89412	89420	89424	89427	89430	89704	91024	91108	91901	91905	91906	91916
91917	91931	91934	91935	91948	91962	91963	91980	92003	92004	92036	92059	92060
92061	92065	92066	92070	92082	92086	92118	92210	92222	92225	92239	92242	92250
92252	92254	92256	92257	92259	92266	92268	92274	92276	92277	92278	92280	92283
92284	92285	92304	92309	92311	92314	92315	92317	92321	92323	92325	92327	92328
92332	92333	92338	92342	92347	92352	92363	92364	92365	92366	92378	92382	92384
92389	92391	92398	93015	93016	93023	93205	93207	93208	93225	93226	93238	93240
93243	93252	93255	93265	93268	93271	93283	93285	93426	93432	93450	93451	93453
93461	93505	93510	93512	93513	93514	93516	93518	93519	93522	93523	93527	93528
93529	93530	93531	93541	93542	93543	93545	93546	93549	93553	93554	93555	93558
93561	93562	93601	93602	93603	93604	93605	93614	93621	93623	93628	93634	93641
93642	93643	93644	93645	93651	93653	93657	93664	93667	93669	93675	93920	93928
94018	94037	94038	94060	94074	94923	94924	94929	94937	94938	94940	94946	94956
94963	94970	94971	94972	94973	95005	95006	95013	95018	95043	95222	95223	95224
95226	95228	95229	95230	95232	95233	95245	95247	95248	95249	95251	95252	95254
95255	95257	95305	95309	95311	95318	95321	95327	95335	95338	95345	95346	95347
95370	95372	95375	95379	95383	95389	95410	95412	95415	95417	95418	95420	95421
95422	95423	95425	95426	95427	95428	95429	95432	95437	95441	95443	95445	95446
95448	95449	95450	95451	95453	95454	95456	95457	95458	95459	95460	95461	95462
95463	95464	95466	95468	95469	95470	95472	95480	95481	95482	95485	95488	95490
95494	95497	95511	95514	95526	95527	95531	95538	95542	95543	95545	95546	95548
95552	95553	95554	95555	95556	95558	95559	95563	95567	95568	95571	95573	95585
95587	95589	95595	95601	95606	95612	95613	95614	95615	95619	95623	95627	95629
95631	95633	95634	95635	95636	95640	95642	95644	95645	95646	95654	95664	95665
95666	95667	95669	95675	95682	95684	95685	95689	95709	95713	95715	95720	95724
95726	95728	95735	95910	95912	95914	95915	95916	95919	95920	95922	95923	95925
95930	95934	95935	95936	95939	95940	95941	95942	95944	95947	95956	95957	95959
95960	95962	95968	95971	95972	95978	95979	95980	95981	95982	95983	95984	95986
95987	96006	96009	96010	96011	96013	96014	96015	96016	96017	96020	96023	96024
96025	96027	96028	96031	96032	96033	96034	96037	96038	96039	96040	96041	96044
96046	96047	96048	96050	96051	96052	96054	96056	96057	96058	96059	96061	96062
96063	96064	96065	96067	96068	96069	96071	96074	96075	96076	96084	96085	96086
96087	96088	96091	96093	96094	96096	96097	96101	96103	96104	96106	96107	96108
96109	96110	96112	96114	96115	96116	96118	96119	96120	96121	96124	96125	96126
96128	96129	96132	96133	96134	96136	96151	97001	97011	97016	97028	97037	97048
97049	97057	97063	97102	97103	97107	97108	97110	97112	97118	97122	97130	97131
97134	97135	97136	97138	97141	97143	97146	97147	97149	97324	97329	97341	97342
97343	97347	97350	97357	97364	97365	97366	97367	97368	97369	97376	97380	97388





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97390	97391	97394	97406	97407	97411	97413	97414	97415	97416	97420	97423	97429
97430	97435	97436	97439	97441	97442	97444	97449	97450	97453	97457	97458	97459
97463	97464	97465	97466	97467	97469	97473	97476	97480	97481	97484	97486	97488
97489	97491	97492	97498	97522	97523	97530	97531	97534	97538	97539	97544	97604
97622	97623	97624	97625	97626	97627	97630	97632	97636	97638	97639	97640	97641
97707	97711	97712	97720	97721	97722	97730	97731	97732	97736	97737	97738	97750
97751	97758	97759	97761	97814	97819	97820	97825	97827	97830	97837	97841	97845
97848	97850	97856	97864	97865	97867	97869	97873	97874	97884	97901	97903	97904
97905	97906	97907	97908	97909	97910	97911	97918	97920	98220	98237	98241	98244
98252	98255	98263	98267	98283	98362	98520	98526	98527	98533	98535	98536	98537
98538	98539	98541	98542	98544	98547	98550	98552	98554	98560	98561	98562	98563
98564	98566	98568	98569	98570	98571	98572	98575	98577	98582	98583	98586	98587
98590	98591	98595	98596	98605	98612	98613	98614	98620	98621	98623	98624	98631
98637	98638	98640	98641	98643	98644	98647	98672	98859	99121	99138	99140	99146
99157	99160	99328	99335	99348	99361	99401						

## **Section 2**

Shipments delivered to any zip code referenced below in Section 2 by Tier will be assessed a “Remote Delivery Charge.” These Section 2 Remote Delivery Charges vary according to relative remoteness of the different geographic locations per the following tiers- Tier 1: \$45 per shipment; Tier 2: \$85 per shipment; Tier 3: \$115 per shipment; Tier 4: \$150 per shipment; Tier 5: \$300 per shipment. These Section 2 Remote Delivery Charges are in addition to all other applicable charges. **These charges apply only to shipments that are rated on tariffs other than CNWY599 or HVY599 in effect on date of shipment.**

### **Tier 1**

36908	36912	36913	38730	38731	38748	38749	38751	38761	38765	38772	38778	38917
38923	38924	38941	38943	38945	38946	38947	38952	38959	39092	39171	39327	39336
39339	39345	39348	39354	39356	39363	39427	39429	39455	39462	39474	39521	39564
39565	39566	39574	39601	39648	39649	39656	39662	39663	39667	70438	70450	80136
80137	80437	80439	80453	80457	80465	80654	82935	84026	84039	84066	84076	84078
84079	84316	84331										

### **Tier 2**

36910	36919	38721	38725	38732	38733	38736	38744	38745	38753	38754	38759	38764
38771	38773	38944	38950	38967	39038	39054	39061	39067	39079	39088	39090	39097
39107	39108	39113	39115	39140	39159	39160	39176	39192	39324	39338	39347	39352
39355	39366	39367	39463	39466	39476	39478	39483	39520	39525	39556	39558	39561

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39573	39576	39629	39632	39635	39641	39643	39647	39652	39654	39657	39664	70426
70427	70429	80102	80131	80422	80427	80436	80438	80444	80452	80466	80471	80474
80476	80643	80751	84052	84053	84056	84063	84085	84621	84622	84630	84634	84636
84642	84643	84652	84665	89815								

## Tier 3

38726	38737	38738	38740	38746	38762	38768	38769	38774	38781	38920	38925	38926
38928	38940	38957	38958	38960	38962	38966	39063	39095	39096	39150	39322	39360
39423	39426	39457	39461	39522	39529	39572	39577	39630	39645	39653	39668	39735
39745	39747	39772	70431	70463	70467	80103	80105	80424	80429	80435	80443	80461
80497	80498	80652	81649	82929	82930	82931	84001	84002	84007	84021	84022	84031
84035	84051	84072	84073	84620	84623	84624	84626	84627	84628	84631	84632	84633
84635	84638	84639	84640	84644	84645	84646	84647	84648	84649	84654	84655	84656
84657	84662	84667	84701	84711	84730							

## Tier 4

38720	38921	38929	38963	38964	39069	39086	39144	39156	39166	39169	39177	39362
39425	39451	39456	39470	39602	39603	39633	39638	39661	39665	70464	80101	80107
80117	80421	80442	80448	80454	80455	80470	80475	80477	80478	80481	80482	80487
80488	80510	80511	80512	80515	80517	80532	80540	80611	80649	80653	80705	80720
80723	80733	80740	80743	80750	80754	80757	80759	80801	80812	80818	80826	80828
80830	80832	81201	81211	81224	81225	81227	81228	81233	81236	81237	81242	81251
81612	81631	81645	81654	81655	81656	81658	82933	82934	82942	82945	84013	84024
84027	84629	84637	84724	84739	84754	84762						

## Tier 5

39081	39328	39346	39358	39361	39666	80106	80420	80423	80426	80428	80430	80432
80434	80440	80446	80447	80449	80451	80456	80459	80463	80467	80468	80469	80473
80479	80480	80483	80536	80545	80721	80722	80726	80727	80728	80729	80731	80732
80734	80735	80736	80737	80741	80744	80745	80746	80747	80749	80755	80758	80802
80804	80805	80807	80810	80814	80815	80816	80820	80821	80822	80823	80824	80825
80827	80834	80835	80836	80861	80862	80863	80866	81020	81021	81024	81027	81029
81033	81034	81036	81040	81045	81046	81049	81055	81059	81062	81063	81064	81071
81073	81081	81082	81084	81087	81089	81091	81120	81124	81126	81129	81130	81131
81132	81135	81136	81138	81140	81141	81143	81146	81148	81149	81151	81152	81154
81155	81210	81220	81222	81223	81230	81231	81232	81235	81239	81241	81243	81248
81252	81253	81320	81324	81325	81332	81402	81410	81411	81413	81415	81418	81419
81422	81423	81424	81426	81427	81428	81429	81430	81431	81433	81434	81435	81502
81522	81523	81527	81610	81625	81626	81630	81633	81638	81639	81640	81641	81642
81643	81646	81648	81653	82051	82055	82058	82061	82063	82083	82084	82213	82219
82222	82224	82225	82227	82229	82242	82301	82310	82321	82322	82323	82324	82325

# XPO Logistics

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82327	82329	82331	82332	82334	82335	82336	82428	82430	82433	82441	82442	82443
82450	82501	82510	82512	82513	82514	82515	82516	82520	82523	82524	82615	82620
82630	82633	82635	82637	82638	82639	82640	82643	82646	82648	82649	82701	82710
82711	82712	82714	82715	82720	82723	82725	82729	82730	82731	82831	82835	82837
82838	82922	82923	82925	82932	82936	82937	82938	82939	82941	82943	82944	83101
83113	83114	83115	83116	83121	83123	83124	84008	84023	84028	84034	84038	84046
84064	84080	84083	84086	84313	84329	84336	84510	84511	84512	84531	84533	84534
84536	84710	84712	84715	84716	84718	84719	84722	84723	84725	84726	84728	84729
84732	84733	84734	84735	84736	84740	84741	84743	84744	84747	84749	84750	84753
84755	84758	84759	84764	84766	84773	84775	84776	84781	84782	84784	86021	86022
86052	87740	88419	89301	89311	89314	89315	89316	89317	89318	89319	89820	89821
89822	89823	89826	89828	89830	89831	89832	89833	89834	89835	89883		

Provisions of this item only apply in conjunction with cross-border shipments requiring import customs broker services for shipments between the US and Canada. Carrier will, at customer's request, arrange for U.S. and/or Canadian customs broker services, as applicable, to be provided by a third-party customs broker identified by Carrier and subject to customer providing a Power of Attorney to the customs broker. Customer is responsible to provide such other information as requested by the customs broker to perform the services, and Carrier makes no representation or warranty regarding the services to be provided by the customs broker.

- 1) Each shipment requiring customs broker service will be charged a \$79.00 entry fee covering one commercial invoice with up to 5 item lines.
- 2) A charge of \$8.30 will be applied to input, validate, and audit each commercial invoice line in addition to the first 5 included in the entry fee.
- 3) A charge of \$13.00 will be applied to process each additional invoice beyond the first filed with entry.
- 4) A disbursement fee of 4.0% will be applied to cover costs to pay out charges such as duty, freight, exam fees, etc.
- 5) A \$43.80 charge will be applied to each shipment canceled for entry.
- 6) A charge of \$21.00 per commercial invoice line per government agency will be applied for filing with partner government agencies.
- 7) A special handling fee of \$6.90 per 15 minutes or fraction thereof, with \$6.90 minimum, will be applied to entries requiring extra phone calls, service arrangements, transportation, examinations and other special handling.
- 8) A \$5.00 security charge will be applied for Partners in Protection fees from US to Canada or C-TPAT for Canada to the US.
- 9) A fee of \$36.00 will be applied for entries requiring filing of special permits or forms including CFIA, NRCAN, FORM 1.
- 10) A fee of \$6.10 per \$1,000.00 of value, with a minimum charge of \$59.00 will be applied for entries requiring a single-entry bond.
- 11) An annual fee of \$569.00 will be applied to file and secure a continuous/importer bond.
- 12) A \$44.00 fee will be applied for filing an ADD/CVD entry.
- 13) Customs Duties for your freight are determined using the international Harmonized Commodity Description and Coding System of the World Customs Organization. Information on Canadian and U.S. classification and customs tariffs can be found by visiting [www.cbsa-asfc.gc.ca/trade-commerce/tariff-tarif/menu-eng.html](http://www.cbsa-asfc.gc.ca/trade-commerce/tariff-tarif/menu-eng.html) and <https://hts.usitc.gov/>. It is the responsibility of the importer of record to provide an accurate description of the freight to the customs broker. Customs Duties assessed on items will be listed on the invoice accordingly and charged on a pass-through (actual cost) basis.

## Disposal of Shipments Consisting of Food and Medical Supplies

## Item 249

When Carrier is required to dispose of shipments consisting of food and/or medical supplies, those cost incurred by the Carrier for the disposal will be charged on a pass-through (actual cost) basis.

## Rapid Remote Service (RRS)

## Item 250

Customer may request Rapid Remote Service by clearly and legibly marking these words "Rapid Remote Service" (the terms "RRS" will be accepted) in the body of the Bill of Lading and notifying the Carrier Driver Sales Representative who picks up the shipment. Eligibility for this service is limited to specific points greater than fifty

(50) miles from the delivering service center, as defined by the Carrier Transit Time Calculator available on the Carrier's website (<https://app.ltl.xpo.com/appjs/landing/transit-time-calculator>). This service provides the Carrier will deliver the entire shipment in one business day less than the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading. The "standard" transit time will be that listed on the Carrier Internet website (<http://xpo.com/solutions/transportation/less-than-truckload-ltl>) on the day the shipment is tendered.

The five-digit United States ZIP Code or six-character Canadian Postal Code will establish the points of origin and destination. The program will cover all points served direct by Carrier in the continental United States and Canada. A ten percent (10%) surcharge on the total shipment invoice will be added to the price of the shipment, subject to a minimum charge of \$121.00 per shipment. The shipment must be ready for pickup no later than 5 PM local time on the day of shipment. Carrier shall not be liable for any failure to perform its Rapid Remote Service (RRS) or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Carrier Freight's control.

The following **cannot** move via **Rapid Remote Service (RRS)**

- 1) Delivery requiring liftgate equipment;
- 2) Shipments requiring temperature control;
- 3) Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.;
- 4) Shipments marked as Exclusive Use (Item 11)
- 5) Shipments marked Guaranteed by Noon (Item 251)

## Guaranteed by Noon Service (G!12)

## Item 251

Customer may request Guaranteed by Noon Service (G!12) by clearly and legibly marking these words "Guaranteed by Noon Service" (the terms "Guaranteed by Noon" and "Guaranteed by noon" as well as "G!12" will be accepted) in the body of the Bill of Lading and notifying the Carrier Driver Sales Representative who picks up the shipment. This service provides a guarantee that Carrier will arrive at final destination customer by noon (12PM), and deliver the entire shipment during that stop, within the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading for select destination points within twenty-five (25) miles of the delivering service center. . The "standard" transit time will be that listed on the Carrier Internet website (<http://xpo.com/solutions/transportation/less-than-truckload-ltl>) on the day the shipment is tendered. A customer may request Guaranteed by Noon Service (G!12) on any shipments, regardless of what pricing program or negotiated set of rates that has been established with Carrier. Only points where Carrier provides direct service are included. The five-digit United States ZIP Code or six-character Canadian Postal Code will establish the points of origin and destination. A fee of \$240.00 will be added to the price of the shipment. Should Carrier fail to arrive at final destination customer by noon (12PM), a credit of that fee, up to \$240.00 will be included on the invoice. If the total invoice, including the Guaranteed by Noon fee, but excluding Canadian Taxes, C.O.D, and Currency Exchange, is less than or equal to the above noted credit, a Zero charge invoice will be provided. The shipment must be ready for pickup no later than 3 PM local time on the day of shipment. In the event both Instant Guaranteed G! (Item 200, the terms "Instant Guaranteed" and "Guaranteed" as well as the letter "G!" and Guaranteed by Noon Service (G!12), (Item 251, the terms "Guaranteed by Noon", "Guaranteed by noon" or "G!12 "are marked on the Bill of Lading, Guaranteed by Noon Service (G!12) will supersede the request for Instant Guaranteed G! Service for rating and shipment handling. Carrier shall not be liable for any failure to perform its Guaranteed by Noon Service (G!12) or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of

capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Carrier Freight's control.

The following cannot move via Guaranteed by Noon Service (G!12):

- 1) Delivery requiring liftgate equipment;
- 2) Shipments requiring temperature control;
- 3) Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.;
- 4) Shipments with an aggregate weight of 20,000 pounds or heavier;
- 5) Shipments marked as Exclusive Use (Item 11);
- 6) Shipments marked as Rapid Remote Service (Item 250);
- 7) Shipments marked as Instant Guaranteed Service (G!) (Item 200)
- 8) Shipments marked or rated as spot quotes, or those eligible for spot quote pricing
- 9) Shipments to or from Exhibition Sites (as defined in Item 226)

## **Removal of Pallet, Shrink Wrap or other Debris      Item 252**

When requested by the Customer, XPO, when possible, will remove pallets, shrink wrap, or other debris related to the shipment being delivered. In no case shall XPO be under obligation to perform such service.

It shall be the responsibility of the consignee to place such debris, packing material or trash on XPO's equipment at time of delivery.

A charge of \$62.00 for each 15 minutes or fraction thereof required to perform this service will be assessed against the party requesting the service.

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

## **Appointment      Item 253**

When instructions or requests are made to Carrier to schedule an appointment or otherwise establish a date and/or specific time or window of time for the delivery of a shipment, the following charges will apply: \$55.00 per shipment. Carrier will have an allowance of one hour before/after the appointment time or window of time provided to deliver.

In general, an appointment occurs when Carrier, as opposed to Shipper or consignee, establishes a specific date and time, or window of time, for delivery. An appointment is often, but not necessarily, scheduled by Carrier ahead of time, prior to the date of delivery. Examples include, but are not limited to, "Please schedule delivery appointment" or "Delivery Appointment Needed." Appointments differ from Notice and other guaranteed service offerings (i.e., Time Date Critical, G!, and G!12); what constitutes each is determined by Carrier in its reasonable discretion, and each is subject to different fees identified in different tariff Items.

## **Capacity Surcharge      Item 254**

Shipments delivered to any ZIP/Postal Code below will be assessed the following additional charge(s), in addition to all other applicable charges.

## Abbreviations and Reference Marks — Explanations

Item 999

Abbreviations	Explanations
AQ	Any Quantity
Assoc.	Association
BOL	Bill of Lading
BT	Bill To

# XPO Logistics

<b>Abbreviations</b>	<b>Explanations</b>
CFR	Code of Federal Regulations
COD	Collect on Delivery
CAN or CAN\$	Canadian Dollar
COL	Collect freight charges on a shipment
Col.	Column
Cont.	Continued
Corp.	Corporation
Cwt.	100 pounds (hundred weight)
Cy.	County
HGB	Household Goods Carriers Bureau
Inc.	Incorporated
KD	Knocked Down
KDF	Knocked Down Flat
Lbs.	Pounds
LTL	Less than Truckload
M	Thousand Pounds
MC	Minimum Charge
Min.	Minimum
Min. Wt.	Minimum Weight
NMFTA	National Motor Freight Traffic Association, Inc.
NMFC	National Motor Freight Classification
(nc)	An identical commodity description does not appear in NMF 100
No.	Number
NOI	Not otherwise more specifically described in NMFC
NOS	Not otherwise specified herein
PCF or pcf	Pounds per cubic foot
PPD	Prepaid freight charges on a shipment
SU	Set-up
TL	Truckload
US or U.S.	United States
U.S.D.O.T.	United States Department of Transportation
USPS	United States Postal Service
TP	Third-Party
TPB	Third-Party Billing
Viz. or Colon (:)	As follows (Namely)
Vol.	Volume
Wt.	Weight

<b>Reference Mark</b>	<b>Explanation</b>
%	Percent
c/o	Care Of
*	Reference Footnote

## Notes



# XPO Logistics

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