XPO Logistics Freight

NAMING RULES,
REGULATIONS, RATES
AND CHARGES FOR
ACCESSORIAL SERVICES

TARIFF
CNWY 199-AG

Effective ***March 28, 2022***

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

For Governing Publications, see Item 1.

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XPO Logistics

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.	CNWY 599
XPO Logistics Freight, Inc. Fuel Surcharge	XPO Logistics Freight, Inc.	CNWY 190
XPO Logistics Freight, Inc. Volume Shipment Pricing	XPO Logistics Freight, Inc.	CNWY 129
XPO Logistics Freight, Inc. Hawaii	XPO Logistics Freight, Inc.	***CNWY 350
XPO Logistics Freight, Inc. Alaska	XPO Logistics Freight, Inc.	***CNWY 351
XPO Logistics Freight, Inc. Puerto Rico	XPO Logistics Freight, Inc.	***CNWY 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 CNWY 199 Item 8.

*** In the event of a conflict between the terms and conditions of this CNWY 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-ltl. 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	CNWY
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.

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-ltl 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.

SPECIAL AGREEMENT: 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).

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-ltl

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$4.41per 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.

Carriers 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.

Inadvertence Clause – Application of Classes (Exception of NMF 100, Item 170) Item 28

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

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-ltl) 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: Natual 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.

Bills of Lading – Corrections Item 205

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 shall be paid by the party for whom the service is performed. Notwithstanding the foregoing, any Detention with 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 with Power from the Shipper.

SECTION 2—Free Time:

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

Actual Weight (in pounds)	Free Time (in minutes)
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 customer location. Time shall end upon departure of the driver from customer location.

(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 to work before or after the normal business day, 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 vehicle 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:

	CHARGE
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:

	Per Person Per Hour or Fraction Thereof	Minimum Charge Per Person
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.

Locations	Rate or Charge per 100 pounds	Minimum Charge
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 a Bill of Lading or any shipping order is tendered bearing any notation requiring carrier to provide notification prior to delivery, such as, "Call for carrier convenience" or "Call before delivery", or if carrier is required in any way to give notice prior to delivery, the charge for this service shall be $14.00. 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).

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.

(3) **CHARGES:**

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

Reconsignment	**Charge**
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 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, including storage charges. Freight held in Carrier's possession by reason of an act or an omission of the shipper, consignee, or owner, or for custom clearance or inspection (see Item 211), and through no fault of the Carrier, will be considered stored immediately, and will be subject to the following provisions:

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

(2) Storage charges on undelivered freight will begin at 7:00 A.M. the first business day, and will accrue every day thereafter including Holidays and weekends, after arrival at Service Center.

(3) The daily charge for this service will be $6.70 per 100 lbs, subject to a Daily Minimum Charge of $153.00 per shipment assessed against the payor of freight charges.
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.

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^2) 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
Crapo	Madison	Sherwood	Wittman
21626	21648	21665	21676
Cristfield	Marion Station	St. Michaels	Woolford
21817	21838	21663	21677
Deal Island	Neavitt	Taylors Island	
21821	21652	21669	

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

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

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

Abita Springs	Galliano	Lacombe	Raceland
70420	70354	70445	70394
Bourg	Gheens	Larose	Saint Benedict
70343	70355	70373	70457
Chauvin	Gibson	Lockport	Schriever
70344	70356	70374	70395
Covington	Golden Meadow	Madisonville	Slidell
70433-70435	70357	70447	70458-70461, 70469
Cut Off	Grand Isle	Mandeville	Theriot
70345	70358	70448, 70470-70471	70397
Donner	Gray	Mathews	Thibodaux
70352	70359	70375	70301-70302, 70310
Dunlac	Houma	Montegut	
70353	70360-70361, 70363-70364	70377	
Folsom	Kraemer	Pearl River	
70437	70371	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	Daly City	Portola Valley	San Mateo
94027	94014-94015	94028	94401-94404
Belmont	Menlo Park	Redwood City	South San Francisco
94002	94025-94027	94061-94063, 94065	94080
Brisbane	Millbrae	San Bruno	
94005	94030	94066	
Burlingame	Pacifica	San Carlos	
94010	94044	94070	

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

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

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

Bluffton	Hilton Head
29909-29910	29925, 29926, 29928, 29938

Upstate New York – All ZIP Codes with the 3-digit prefix of 124 and 127 and the following 5-digit ZIP Codes:

Adirondack	Crown Point	Keene Valley	Northville	Severance
12808	12928	12943	12134	12872
Athol	Diamond Point	Lake George	Olmstedville	Silver Bay
12810	12824	12845	12857	12874
Bakers Mills	Eagle Bay	Lake Luzerne	Paradox	Speculator
12811	13331	12846	12858	12164
Blue Mountain Lake	Hague	Lake Pleasant	Port Henry	Stony Creek
12812	12836	12108	12974	12878
Bolton Landing	Hampton	Long Lake	Pottersville	Ticonderoga
12814	12837	12847	12860	12883
Brant Lake	Huletts Landing	Minerva	Putnam Station	Warrensburg
12815	12841	12851	12861	12885
Chestertown	Indian Lake	New Russia	Raquette Lake	Wells
12817	12842	12964	13436	12190
Clemons	Inlet	Newcomb	Riparius	Wevertown
12819	13360	12852	12862	12886
Cleverdale	Johnsburg	North Creek	Sabael	Whitehall
12820	12843	12853	12864	12887
Comstock	Kattskill Bay	North River	Schroon Lake	Witherbee
12821	12844	12856	12870	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
Bethesda
20810-20811, 20813-20817
Capitol Heights
20743
Chester
21619
Cheverly
20784-20785
Chevy Chase
20815
College Park
20740, 20742
District Heights
20747
Fort Washington
20744
Grasonville
21638
Greenbelt
20770-20771
Hyattsville
20781-20785
Kensington
20895
Landover Hills
20784
Lanham
20706
Oxon Hill
20745
Potomac
20854
Riverdale
20737-20738
Rockville
20847-20855, 20857, 20859
Silver Spring
20901-20908, 20910-20916, 20918, 20993, 20997
Stevensville
21666
Suitland
20746
Takoma Park
20901, 20912
Temple Hills
20748

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

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

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 Rainier	Tumwater 98501, 98511, 98512
Hoodsport 98548	98576	Union 98592
Index 98256	Roy 98580	Yelm 98597
Lacey 98503, 98506, 98509, 98513, 98516	Shelton/Skok/Smokomish Nation 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
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
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
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 $234.00 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 $476.00 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 $1,187.00 per shipment.
- Shipments consisting of handling unit(s) with a length of 20 feet and greater will be subject to a charge of $3,684.00 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—Reweigh 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 is when a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. The following conditions must be met:

- Two bills of lading are required and both must be Prepaid.
- A charge of $142.00 will apply in conjunction with all other applicable charges.
- Section 7 of the Bill of Lading cannot be signed.
- Carrier will not ensure the confidentiality of the transaction.
- The party requesting the service must have established credit.
- The actual shipper name and address consigned to the applicable Carrier service center must be annotated on the original bill of lading.
- The corrected bill of lading will identify Carrier as the shipper with the shipper's state/province and zip/postal code and the actual consignee name and address.
- The corrected bill of lading must reflect a Third Party; which must have an account and established credit with Carrier.
- The invoice is generated from the Corrected bill of lading and Corrected bill of lading charges shall not apply.
- Freight bill will reference corrected bill of lading info and the original bill of lading pro number.
- Any request to modify the name of a party on the BOL to something other than the legal name of the company at that address is considered a Blind shipment.

Lumper Service Fee Item 242

When Carrier is required to utilize a third party 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 third party in performing the services referenced herein.
- A charge of $8.70 per hundred pounds, subject to a Minimum of $116.00 per shipment will be added for the third party "lumper" service.
- The party responsible for the freight charges shall also be responsible for the charges accrued under this item.

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 $13.00 per shipment, in additional to all other applicable charges.

Remote Delivery Charge Item 247

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. **This applies only to shipments that are rated on tariffs other than CNWY599 or HVY599 in effect on 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	04217	04219	04221
04222	04223	04225	04226	04231	04237	04238	04255	04261	04267	04275	04287	04288
04292	04406	04414	04415	04418	04422	04441	04443	04448	04449	04450	04451	04453
04457	04459	04462	04463	04464	04468	04471	04478	04479	04480	04481	04485	04487
04489	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	04930	04932	04936
04939	04945	04947	04970	04982	06013	06021	06058	06249	06420	06751	06752	06756
06763	06777	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	08843	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	16841
16875	16927	17729	17764	17776	18328	18415	18428	18435	18458	18614	19930	19944
19958	19967	19970	19971	19975	20119	20138	20139	21521	21523	21562	21813	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	22610
22627	22639	22650	22652	22701	22709	22711	22712	22713	22714	22715	22716	22718
22719	22720	22722	22723	22724	22725	22726	22727	22728	22729	22730	22731	22732
22733	22734	22735	22736	22737	22739	22741	22742	22743	22746	22748	22810	22922
22948	22958	22960	22964	22967	22976	22989	23301	23302	23303	23306	23307	23308
23310	23313	23316	23336	23337	23341	23345	23347	23350	23354	23356	23357	23358
23359	23389	23395	23396	23398	23399	23401	23404	23405	23407	23408	23409	23410
23412	23413	23414	23415	23416	23417	23418	23419	23420	23421	23422	23423	23426
23427	23429	23440	23441	23442	23443	23480	23482	23483	23486	23488	23936	23939
23959	23963	24412	24413	24433	24442	24445	24458	24465	24468	24484	24487	24522
24528	24553	24565	24576	24657	24868	24935	26710	26719	26722	26753	27209	27229
27306	27356	27371	27806	27808	27810	27814	27821	27824	27826	27860	27875	27885
27915	27916	27917	27920	27923	27925	27927	27928	27929	27936	27939	27941	27943
27947	27948	27949	27950	27953	27954	27956	27959	27964	27965	27966	27968	27970
27972	27978	27981	27982	28090	28097	28107	28128	28129	28137	28163	28443	28445
28454	28455	28460	28467	28468	28469	28509	28510	28511	28512	28515	28516	28520
28524	28528	28529	28531	28532	28533	28537	28539	28540	28541	28542	28543	28544
28545	28546	28547	28552	28553	28556	28557	28570	28571	28575	28577	28579	28581
28582	28583	28587	28589	28594	28604	28646	28647	28717	28719	28741	28751	28904
29048	29058	29142	29429	29431	29436	29438	29439	29440	29442	29446	29449	29451

29452	29453	29458	29468	29475	29479	29487	29493	29510	29528	29564	29566	29568
29572	29575	29576	29577	29578	29579	29582	29585	29587	29588	29590	29597	29598
29907	29914	29916	29918	29920	29924	29932	29940	29941	29944	29945	29946	30401
30464	30467	30471	30512	30513	30514	30522	30555	30559	30560	30582	30631	30642
30660	30665	30668	30678	31087	31516	31542	31550	31552	31553	31554	31557	31569
31624	31634	32008	32033	32038	32044	32054	32063	32068	32083	32087	32102	32112
32113	32131	32134	32139	32145	32148	32177	32179	32180	32182	32190	32210	32234
32320	32322	32327	32329	32346	32355	32358	32424	32435	32456	32465	32619	32622
32625	32626	32628	32639	32640	32643	32666	32668	32669	32686	32693	32696	32702
32767	32908	32948	32949	32957	32958	32963	32976	32978	33001	33036	33037	33040
33041	33042	33043	33045	33050	33051	33070	33440	33459	33493	33538	33855	33857
33865	33867	34139	34141	34145	34146	34449	34465	34481	34488	34498	34739	34758
34759	34771	34772	34773	34972	34973	34974	35019	35031	35034	35042	35083	35131
35149	35179	35441	35443	35444	35447	35448	35457	35459	35460	35461	35462	35464
35466	35469	35470	35471	35477	35480	35481	35482	35491	35540	35541	35542	35544
35545	35546	35548	35549	35551	35552	35553	35555	35559	35563	35572	35573	35574
35575	35576	35577	35579	35586	35592	35594	35610	35616	35620	35677	35739	35741
35747	35760	35773	35776	35953	35959	35973	36255	36258	36262	36266	36271	36425
36435	36720	36722	36726	36728	36732	36736	36738	36740	36741	36742	36744	36745
36748	36754	36759	36761	36763	36764	36765	36766	36769	36773	36776	36782	36783
36786	36858	36860	36875	36907	36916	36922	36925	37033	37317	37326	37391	37712
37715	37722	37726	37727	37729	37731	37733	37738	37753	37819	37846	37847	37852
37860	37862	37864	37869	37872	37876	37878	37880	37881	37882	37888	37891	38040
38068	38079	38221	38222	38224	38241	38251	38257	38326	38365	38374	38425	38456
38462	38504	38541	38549	38550	38553	38556	38570	38577	38580	38581	38585	38601
38602	38603	38606	38609	38610	38611	38614	38617	38618	38619	38620	38621	38622
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38638	38639	38641	38642	38643	38644	38645	38646	38647	38649	38650	38651	38658
38659	38661	38664	38665	38666	38668	38669	38670	38672	38673	38674	38675	38676
38677	38679	38680	38683	38685	38686	38720	38721	38722	38723	38725	38726	38730
38731	38736	38738	38739	38740	38744	38745	38746	38748	38749	38753	38759	38760
38761	38762	38764	38765	38767	38768	38771	38772	38773	38774	38776	38778	38780
38781	38782	38820	38825	38833	38835	38838	38839	38844	38846	38848	38856	38857
38859	38864	38865	38870	38871	38873	38874	38875	38877	38878	38880	38901	38902
38913	38914	38916	38917	38920	38921	38922	38923	38924	38925	38926	38927	38928
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38953	38954	38955	38957	38958	38959	38960	38961	38962	38963	38964	38966	38967
39038	39054	39067	39069	39086	39087	39088	39098	39107	39108	39109	39113	39115
39116	39119	39121	39122	39130	39140	39144	39145	39146	39148	39149	39150	39152
39156	39159	39160	39161	39162	39163	39165	39166	39167	39168	39169	39171	39173
39174	39175	39176	39177	39179	39320	39322	39323	39324	39325	39326	39327	39332
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39360	39361	39362	39366	39367	39421	39423	39425	39427	39428	39429	39436	39439
39451	39452	39455	39456	39457	39459	39460	39461	39462	39463	39464	39470	39474
39475	39476	39477	39478	39479	39480	39482	39483	39552	39553	39555	39556	39558
39656	39657	39661	39662	39663	39664	39665	39666	39667	39668	39669	39735	39736

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39755	39756	39760	39762	39766	39767	39769	39771	39772	39776	40434	40801	40803
40807	40808	40815	40816	40820	40824	40826	40827	40830	40840	40843	40844	40845
40847	40849	40855	40856	40858	40862	40863	40873	40874	40902	40903	40913	40914
40923	40927	40930	40932	40939	40943	40944	40946	40949	40951	40953	40958	40964
40977	40979	40981	40982	40983	40988	40997	41310	41317	41332	41347	41351	41352
41360	41364	41365	41366	41367	41368	41385	41386	41390	41397	41408	41425	41451
41712	41713	41714	41721	41722	41723	41725	41731	41735	41736	41739	41740	41743
41745	41746	41754	41759	41760	41762	41763	41764	41766	41774	41775	41776	41777
41778	41804	41812	41815	41817	41819	41821	41826	41831	41832	41833	41838	41840
41844	41845	41848	41849	41855	42602	42635	42647	42649	42653	46501	46508	46510
46511	46570	47923	47959	47977	47995	48002	48006	48027	48032	48041	48063	48097
48367	48438	48454	48462	48705	48721	48737	48738	48740	48742	48745	48762	48783
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49728	49736	49745	49748	49752	49757	49760	49762	49768	49774	49775	49780	49784
49785	49786	49788	49790	49801	49802	49805	49806	49807	49808	49812	49814	49815
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49853	49854	49855	49858	49861	49862	49863	49864	49865	49866	49868	49870	49871
49872	49873	49874	49876	49877	49878	49879	49880	49881	49883	49884	49885	49886
49887	49891	49892	49893	49894	49895	49896	49901	49902	49903	49905	49908	49910
49911	49912	49913	49915	49916	49917	49918	49919	49920	49921	49922	49925	49927
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49953	49955	49958	49959	49960	49961	49962	49963	49964	49965	49967	49968	49969
49970	49971	54104	54138	54150	54175	54202	54204	54205	54209	54210	54211	54212
54213	54493	54546	54814	54817	54827	54844	54846	54855	54861	54865	54895	55333
55771	56019	56113	56136	56142	56145	56152	56166	56180	56207	56214	56221	56224
56231	56266	56270	56292	56359	56361	56386	56524	56551	56711	56713	56714	56722
56724	56729	56734	56738	56741	56756	56758	56759	56760	57014	57021	57036	57040
57045	57051	57052	57054	57058	57059	57062	57063	57066	57067	57070	57224	57255
57270	57276	57313	57314	57315	57317	57321	57323	57325	57326	57328	57329	57330
57335	57337	57339	57341	57342	57344	57346	57349	57354	57355	57356	57358	57359
57361	57363	57364	57365	57367	57368	57369	57370	57373	57375	57376	57380	57381
57382	57383	57385	57420	57435	57441	57446	57448	57451	57452	57455	57456	57457
57466	57467	57470	57520	57521	57523	57528	57529	57531	57533	57534	57537	57538
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57563	57566	57568	57569	57570	57571	57572	57576	57579	57580	57584	57585	57621
57622	57623	57626	57630	57634	57636	57639	57640	57641	57642	57644	57645	57646
57648	57649	57650	57651	57652	57656	57657	57658	57659	57660	57661	57714	57716
57722	57735	57737	57752	57755	57756	57758	57763	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	58772	58773	58778	58782	58787
58795	58830	58831	58833	58835	58838	58844	58845	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	61410	61418	61437	61460	61469
61478	61480	61544	61572	63343	63344	63377	63446	63453	63458	63474	63543	63563
63637	66777	66840	66842	66843	66845	66851	66852	66853	66854	66855	66856	66860
66862	66864	66865	66870	66932	66951	66967	67008	67009	67012	67019	67021	67023
67024	67028	67029	67038	67045	67047	67054	67057	67059	67061	67065	67070	67071
67074	67102	67104	67109	67112	67122	67127	67132	67134	67137	67138	67142	67143
67150	67154	67155	67159	67346	67349	67353	67361	67513	67515	67516	67518	67519
67523	67529	67552	67557	67560	67572	67574	67576	67578	67583	67584	67621	67622
67623	67625	67629	67632	67635	67637	67639	67642	67643	67644	67645	67646	67647
67650	67651	67653	67654	67657	67659	67661	67663	67664	67669	67675	67730	67731
67736	67740	67741	67745	67747	67749	67756	67757	67758	67761	67762	67764	67831
67834	67836	67840	67842	67844	67849	67850	67855	67857	67861	67862	67865	67878
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97143	97146	97147	97149	97324	97329	97341	97342	97343	97347	97350	97357	97364
97365	97366	97367	97368	97369	97376	97380	97388	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											

Customs Broker Service Item 248

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 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 specific time for the delivery of a shipment, the following charges will apply: $55.00 per shipment, in addition to any other lawful charges. Carrier will have an allowance of one hour before/after the appointment time to deliver.

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
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

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

Notes

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