

THE PROVISIONS HEREIN APPLY ON INTERSTATE AND INTRASTATE TRAFFIC

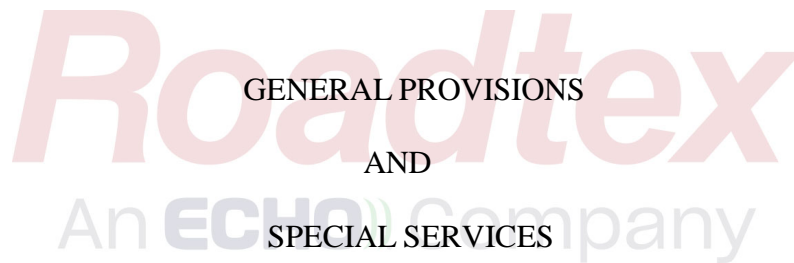
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ROADTEX TRANSPORTATION CORP.

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RDTF – 900-C

**GENERAL PROVISIONS**  
AND  
**SPECIAL SERVICES**

The logo for Roadtex is a large, light pink watermark in the background. Below it, the text "An ECHO Company" is written in a smaller, grey font. The word "ECHO" has a stylized green and blue graphic element behind it.

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EFFECTIVE: July 6, 2023

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ISSUED BY:  
ROADTEX TRANSPORTATION CORP.  
13 JENSEN DRIVE  
SOMERSET, NJ 08873

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**ITEM 100    ADVANCING CHARGES**

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Where shipments are tendered to Roadtex Transportation, involving the advancement of charges which are to be collected from the consignee and remitted to the owner, warehouse worker or agents, such shipments will be subject to a charge of three (3%) of the amount advanced subject to a minimum charge of \$21.00 per shipment. Such charge shall be in addition to all other lawfully due charges on such shipment and shall be collected from the party from whom these other lawful charges are collected.

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**ITEM 105    INTENTIONALLY BLANK**

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**ITEM 110    APPLICATION OF RATES - JOINT LINE**

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- 1) Except as otherwise provided for an individual pricing agreement, the rates as published will apply only on single line (one carrier) or joint (two carriers) line hauls.
- 2) On shipments other than referred to above, combination of rates will apply via the point of interchange to the intermediate carrier. All shipments moving on a combination of rates must be prepaid.

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**ITEM 115 ARRIVAL NOTICE AND UNDELIVERED FREIGHT (SEE NOTES F&G)**

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- 1) After shipments arrival at carriers destination terminal, notice of arrival (See Note A) will be given by:
  - A) Actual tender of delivery to consignee’s place; OR
  - B) Telephone, if convenient and practical; OR
  - C) Written Notice (See Note B)
  - D) Electronic Notice (See Note C)
- 2) If freight cannot be delivered because of consignee’s refusal to accept it, or because carrier cannot locate the consignee, or because of an error or omission on the part of the consignor, carrier will make a diligent effort to notify the consignor promptly that the freight is in storage (See notes C & D)

Note A: However, transmitted, the notice will specify the point of origin, consignor, commodity description and shipment.

Note B: When transmitted by mail, the notice will be deemed to have been received at 8:00 A.M. the second business day after it was mailed.

Note C: If notice is given by phone or electronic, carriers record of such date will be govern, and said record will include name of consignor contacted, name of individual contacted, and date contacted.

Note D: If written notice is accomplished by certified mail, the date of the consignor’s signature will determine arrival notice date. If by mail or telegraph other than certified, Note B will determine arrival notice date (See Note E).

Note E: If consignor is advised of undelivered freight by both telephone and written notice, the earlier date will govern the arrival notice date.

Note F: If original consignee subsequently receives the shipment, any storage charges will be based on the date of arrival notice to the consignee. If another party subsequently receives the freight, notes C and D. will determine arrival notice

Note G: Instructions issued prior to tender of delivery will not be accepted as authority to re-ship or limit the storage liability of an undelivered shipment.

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**ITEM 120 BILL OF LADING FORMS**

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Unless otherwise agreed to in writing, the only acceptable bill of lading form is the Uniform Standard Bill of Lading as specified in NMF 100 series along with its terms and conditions. Roadtex Transportation will accept freight on any form the shipper wishes to use, however, the terms and conditions of the Uniform Standard Bill of Lading will be applicable. On bills of lading other than the Uniform Standard bill of lading, the driver signature acknowledges receipt of the freight only. Roadtex Transportation’s drivers or agents are not authorized to sign and/or commit Roadtex Transportation to any liability more than the liability outlined in the NMF 100 series, the liability outlined in this tariff or provisions of contract in effect between Roadtex Transportation and its customers. Terms and conditions found on last page.

**ITEM 125 CAPACITY LOADS AND OVERFLOWS**

- 1) The terms “loaded to capacity” or “capacity load” refer to the extent to which a vehicle is loaded with freight, each term meaning:
  - A) That quantity of freight which because of unusual shape or dimensions or because of necessity to segregate from other freight requires the entire capacity of the vehicle, OR
  - B) That quantity of freight which in the manner tendered by the shipper so fills a vehicle that no additional article in that shipping form tendered identical in size or the largest article in the shipment can be loaded in or on the same vehicle, regardless of whether there is another article tendered for loading as part of the same shipment, OR
  - C) The quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or other regulatory agencies, OR
  - D) That quantity of freight which in the manner tendered by the shipper, occupies more than forty (40) lineal feet of the trailer, OR
  - E) The total shipment weight is greater than nineteen thousand nine hundred and ninety-nine pounds (19,999).
- 2) When determining the minimum charge for a vehicle loaded to capacity, the minimum weight for that portion of the shipment filling a vehicle to capacity will be as provided in Parts A & B, subject to the following: (See Note B)

When Any Article in the Vehicle is

<u>Subject to an NMFC LTL Class Rating of:</u>	<u>The Minimum Weight Will be:</u>
Higher than 175 (use 20m rate)	10,000 lbs.
110 thru 175 (use 20m rate)	15,000 lbs.
92.5 thru 100 (use 20m rate)	20,000 lbs.
70 thru 85 (use 30m rate)	30,000 lbs.
50 thru 65 (use 40m rate)	40,000 lbs.

- 3) Shipper is not allowed to split capacity load or truckload shipments into two or more shipments by giving separate bills of lading when shipment is from the same shipper to same consignee on same date and trailer. Carrier shall combine these shipments into one and rate the shipment as a truckload.
- 4) When using the provisions of this schedule, the rates to be used will be the current level of rates as utilized in the RDTX series.

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**ITEM 130 CHARGES FOR DOCUMENTS, FORMS OR COPIES**

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When a payor of freight or other lawful charges requires or requests, as a prerequisite to payment (See notes B & C).

- 1) The return of any part of the bill of lading set or copies thereof, other than one (1) shipper furnished copy (See Note A), a charge of four dollars (\$4.00) for each such document or copy will be made; OR
- 2) More than one original freight bill and one duplicate thereof, exclusive of consignee's memo copy, per shipment; or more than one original and one copy of the carriers statement of transportation charges; OR
- 3) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, listing or description (or portion thereof) subject to a \$4.00 per shipment; OR
- 4) Any forms or copies of forms, other than those described in Paragraphs 1) or 2) above, to be submitted with freight bills or statements of charges, a charge of \$4.00 per shipment will be made, OR
- 5) That information not shown on the shipping order at time of shipment be shown on freight bills, statements, or charges, a charge of \$4.00 per shipment will be made.
- 6) That proof of delivery be furnished in any form, a charge of \$4.00 for each such document or copy will be made.

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**ITEM 135 COLLECT ON DELIVERY (COD) SHIPMENTS**

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Collect on delivery (COD) shipments will not be accepted by the carrier subject to the provisions listed below.

- 1) Roadtex will not be responsible to collect C.O.D. Shipments.
- 2) In the event Roadtex is tendered a C.O.D. in error, carrier will make its best efforts to notify the appropriate parties for resolution.
- 3) Storage charges may apply while awaiting disposition.
- 4) Roadtex will not be responsible financially for the C.O.D. amount under any circumstances.

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**ITEM 140 COLLECTION OF CHARGE**

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Carrier will only manage prepaid shipments unless otherwise agreed upon in writing prior to the picking up of the shipment.

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**ITEM 145 COLLECTION OF FREIGHT CHARGES FROM A THIRD PARTY**

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- 1) When a party other than the consignor or consignee on the shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the shipping order by the consignor at the time of shipment.
- 2) When carrier is requested to bill a third party for the freight charges, the shipment must be guaranteed by the consignor if such third party fails to pay the lawful charges within the credit limitations of Roadtex Transportation. The same applies for brokerage shipment, if a brokered shipment is not paid within 60 days, Roadtex reserves the right to bill the actual shipper for all legal charges.
- 3) The provision of section 7 of the bill of lading contract will be null and void on shipments requesting carrier to bill a third party for freight charges.
- 4) When the carrier is instructed to bill freight charges to a third party and such information is not shown on the original bill of lading at time of shipment, an additional charge of \$25.00 will be assessed for a new billing in addition to the other applicable charges. The additional charge will be assessed against the party billed for the freight charges.

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**ITEM 150 DECLARED OR RELEASED VALUE SHIPMENTS**

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- 1) When articles are subject to actual value, declared value or released value provisions in the NMF 100 series, the same will be applicable to all pricing agreements or contracts, including minimum charges. If the shipper fails to show an actual value, declared value or released value on the bill of lading at time of shipment, the highest class charge shall be applicable.
- 2) Regardless of the actual value, declared value or released value shown, carrier's liability will be limited to \$.50 cents per pound unless otherwise agreed upon in writing.
- 3) All quoted freight rates will limit carriers liability to \$.50 cents per pound unless otherwise agreed upon, in writing, on the freight quote and any extraordinary value charge is applied.

**ITEM 155    DETENTION CHARGES**

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- 1) This item applies on LTL, LTR or TL shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for in this item at time of delivery to the consignee or at time of pick up at the consignor's place of business when such delay is not the fault of the carrier.
- 2) All charges will be billed to the payor of the freight charges.
- 3) When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of his arrival and that the trailer is available for loading or unloading or scheduled appointment time.
- 4) When the carrier enters a prearranged schedule for delivery or pick up and the carrier is unable to meet that schedule, the free time shall be extended 15 minutes for each 15 minutes or fraction thereof the vehicle is late for the scheduled time.
- 5) Free time shall be computed as 120 minutes for all deliveries.
- 6) If a vehicle is both unloaded and reloaded, each transaction will be considered separately, and free time shall apply to each separately.
- 7) When delay occurs beyond free time, the charge for detention shall be \$18.75 per 15 minutes.
- 8) Detention Maximums are as follows:
  - 1 Pallet    \$150.00
  - 2 Pallets    \$300.00
  - 3 Pallets    \$450.00
  - 4 Pallets    \$600
  - Overall Maximum of \$750.00
- 9) Carrier shall give shipper or consignee the opportunity of signing the detention records and shipper or consignee is to make any corrections to these records at that time. If shipper or consignee refuses to sign these records, the carriers records will govern.

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**ITEM 160 DIVERSION OR RECONSIGNMENT OF SHIPMENT**

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- 1) The request for the reconsignment or diversion of a shipment will be subject to the definitions, conditions and charges contained in this item.
- 2) Definition: The term reconsignment or diversion will be considered to mean either:
  - A) Change in name of consignor or consignee
  - B) Change in place of delivery within original destination point
  - C) Change in destination point
  - D) Relinquish shipment at point of origin.
- 3) Conditions
  - A) Carrier will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not affected.
  - B) Requests for reconsignments must be in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Carrier will not accept disposition instructions printed on a bill of lading, shipping order, shipping label or container as authority to reshipe, return or reconsign a shipment.
  - C) Only entire shipments (not portion of shipments) may be reconsigned.
  - D) Instructions for reconsignment of COD shipments will be accepted by consignor only.
  - E) An order for reconsignment of shipment moving under uniform bill of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchanged.
  - F) All charges applicable for the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- 4) Charges
  - A) If reconsignment occurs prior to tender of delivery and results in a change in outside destination (see note 5D) point then published rates to and from reconsignment point, but not less than the published through rate from original point of origin to ultimate destination (see note 5E).
  - B) If reconsignment occurs after tender of delivery and results in a change in destination point (See note 5E) then published rates to and from reconsignment point, but not less than the published through rate from original point of origin to ultimate destination.
- 5) Notes
  - A) The provisions of this item are not applicable to the extent provisions are published authorizing change in delivery place in respect to export, coastwise or intercoastal shipments.
  - B) Any charges for storage accrued or accruing will terminate on the day carrier receives written authorization from appropriate party to reconsign a shipment.
  - C) C)Includes points and places other than those defined in Note A.
  - D) D)When consignee or consignor or its agent elects to accept shipment at carriers terminal, charges will be assessed on the basis of the applicable rates from point of origin to point of destination plus a reconsignment charge of \$5.40 per hundred with a minimum charge of \$125.00 and a maximum charge of \$500.00 per shipment.

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**ITEM 165 EQUIPMENT – HYDRAULIC LIFTGATE**

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- 1) Where carrier is requested and/or required to employ a hydraulic lift gate device to accomplish pick up and/or delivery of a shipment, an additional charge of \$250.00 will apply.
- 2) The charge for this service shall be paid by the party requesting such services or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable equipment is not available. In those cases, carrier may elect to give the shipment to a cartage company who has suitable equipment available with all the same charges as outlined in section 1 of this item.

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**ITEM 170 EXTRA LABOR – UNLOADING OR LOADING**

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- 1) When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge per person will be as follows:
  - A) First 3 hours or less \$270.00
  - B) Each hour (or fraction thereof)  
Excess of 3 hours, but less than 8 \$90.00 per hour
  - C) Each hour (or fraction thereof)  
Over 8 hours \$135.00 per hour
- 2) Time shall be computed from the time extra labor arrives at the place of pickup or delivery and the time shall end when loading or unloading is completed.
- 3) These charges, although possibly payable by the consignee, will be guaranteed by the consignor.

NOTE: The provision of this item does not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

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**ITEM 175 EXTRAORDINARY VALUE**

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For purposes of transporting shipments, shipments having an invoice value in excess of \$ 5.00 per pound or \$15,000.00 per shipment will be considered as being of extraordinary value.

Unless a value in excess of \$ 5.00 per pound or \$15,000.00 per shipment is declared on the *bill of lading by the shipper at time of shipment, and excess liability coverage is requested*, the liability of Roadtex Transportation, for loss or damage, will be limited to a maximum claim liability of \$5.00 per pound or \$15,000.00 per shipment, whichever is less.

In determining the amount of liability, liability will be established based on the weight of the article(s) lost or damage, not based on the weight of the entire shipment.

At the option of the shipper, the shipper may request that the shipment liability be increased up to full invoice value. When excess value coverage is requested, the carrier will assess a pre-negotiated and authorized in writing, charge in addition to the freight charges.

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**ITEM 180 GUARANTEE OF CHARGES**

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Except as provided, shipments will be accepted subject to the following provisions:

- 1) A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the shipper.
- 2) A shipment on which charges are to be paid by a party other than the consignor will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the party fails to do so within the time allowed under the credit regulations of a Federal or state regulator commission. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.

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**ITEM 185 IMPRACTICAL OPERATIONS**

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Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- 1) The condition of roads, streets, driveways, alleys or approaches thereto;
- 2) Inadequate loading or unloading facilities.
- 3) Riots, acts of God, the public enemy, the authority of law, strike by consignor's or consignee's employees, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to person or property.
- 4) Ferries

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**ITEM 190 INSIDE DELIVERY/PICKUP**

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- 1) When requested by consignor or consignee, and carriers operating conditions permit, the carrier may provide inside delivery.
- 2) Inside delivery is defined by delivering a shipment or partial thereof to any place within the consignee's facility beyond the first available area that does not obstruct the travel.
- 3) Service under this item will be provided to floors above and below the level accessible to carrier's vehicle only when elevator service is available at no cost to carrier.
- 4) The charges in this item will be in addition to all other lawful charges and will be guaranteed by payor of the freight charges.
- 5) Provisions in this rule shall not be construed as obligating the Carrier to provide such service if, for any reason the Carrier finds it impractical or unsafe to provide the service.
- 6) The charges for providing this service will be \$25.00 per standard 4x4 pallet.

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**ITEM 195 MARKING OF FREIGHT**

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- 1) The consignor must mark or tag each shipment in accordance with the provisions of Item 580 of the NMF. When requested in writing, the carrier can perform this after a pre-negotiated rate is established and written authorization is received by carrier.
- 2) All charges will be billed to the payor of the freight charges.

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**ITEM 200 MAXIMUM WEIGHTS**

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Except as specifically provided in individual items, T/L provisions subject to a maximum weight restriction will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of shipment in excess of a stated maximum weight shall be rated as a separate shipment.

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**ITEM 205 MIXED SHIPMENTS – CLASS**

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On a shipment consisting of 2 or more commodities subject to different rates, the charge for each commodity shall be the respective LTL rates applicable to the aggregated weight of the shipment on the actual weight. Any deficit in weight will be charged at the applicable rate to the lowest rated of such commodities. If the consignor does not clearly mark the bill of lading to each commodity the shipment will be billed at the highest rated class.

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**ITEM 210 PAYMENT OF CHARGES**

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Payment of all charges will be in accordance and compliance with D.O.T. 49 CFR Part 377 and established credit period stated within the payors Master Agreement.

No shipment will be accepted when the line haul transportation charge is partially prepaid and/or partially collect.

If the lawful charges due the carrier are not paid within 60 days, all allowances, discounts, exceptions, commodity rates and other provisions which result in total charges due the carrier will be adjusted to class rates charges with no other provision applying.

- 1) When carrier has notified debtor of the assignment or intent to assign freight bill(s) to a professional service for collection, or to file a claim in a court of law for collections.
- 2) When debtor has filed for protection under any bankruptcy provisions. After customer has filed bankruptcy and continues in business, any discounts to apply will be negotiated with carrier.

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**ITEM 215 PRECEDENCE OF RATES, DISCOUNTS OR ALLOWANCES**

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To the extent of conflicting rates, discounts or allowances are published, the following will take precedence:

- 1) 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 on a given shipment, those provisions applicable to the payor of the freight charges will apply. This priority of application shall apply whether or not the total charges or higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

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**ITEM 220 REDELIVERY**

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Redelivery is defined as to when a shipment is tendered for delivery, and through no fault of the carrier the shipment cannot be delivered.

- 1) No further tenders will be made, except upon request.
- 2) The following charges, in addition to all other applicable charges:
  - \$6.00 / CWT
  - \$95.00 Minimum Charge
  - \$525 Maximum Charge
- 3) Charges for redelivery will be guaranteed by the payor of the freight charges and authorized in writing, unless payment has been guaranteed to the satisfaction of Carrier by consignor, consignee, or a third party.

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**ITEM 225 RELEASE VALUE – USED ITEMS**

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Shipment of used items, including but not limited to used machinery, used contractors equipment, used office equipment, etc. will be accepted only when the released to a value not exceeding 50 cents per pound. If shipment is inadvertently accepted by carrier, carrier will only be responsible for loss or damages of values not exceeding 50 cents per pound. The carriers liability will be determined by the actual weight of the lost or damaged item and not the total weight of the shipment.

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**ITEM 230 RETURNED UNDELIVERED SHIPMENTS**

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Any shipment undelivered, when returned to shipper, subject to any or all the following charges, in addition to all other applicable charges:

1. **\$75.00** Administrative fee for return to shipper applies, including, but not limited to, dock pickups.
2. Line haul charges will be calculated from where the freight is originating from to the original destination, using the paying customer's discount percentage and Exception Rating from the origin to the ultimate destination.

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**ITEM 235 SPECIAL SERVICES – FREIGHT QUOTATIONS**

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- 1) When carrier has furnished, either orally or in writing, an estimate of freight charges, such estimates will be given on basis of accurate facts concerning the shipment 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.
- 3) Each rate quote given will be deemed as a “one time agreed upon rate” based on the circumstances at the time of the shipment and cannot be used as a guide for past or future shipments.

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**ITEM 240 STORAGE**

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- 1) Freight held in carrier possession by reason of no fault of the carrier, will be stored immediately and will be subject to the provisions contained in this item.
- 2) Storage charges begin on freight held at carrier’s terminal at 8:00 am, the day after freight is received by the carrier.
- 3) Storage charges will be subject to a charge of \$15.50 per pallet for each 24-hour period.
- 4) Storage Charges end on the day the freight is eligible to be shipped.
- 5) Charges are to be guaranteed by the payor of the freight charges.

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**ITEM 245 VEHICLE FURNISHED NOT USED**

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When upon receipt of a request to pick up a shipment, carrier has dispatched a vehicle for such purpose, and through no fault of the carrier, vehicle is not used, a \$250.00 charge will be assessed against the payor of freight charges responsible for making such request.

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**ITEM 250 CLAIMS**

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- 1) All claims must be filed within 9 months of the date of delivery.
- 2) All lawful charges must be paid on the shipment prior to the commencement of the processing of the claim.
- 3) Claims filed will only be processed when showing actual dollar loss (either replacement or manufacturing costs) and not the sale price of the product.
- 4) All claims filed must have a signed delivery receipt detailing the problem that is claimed.
- 5) Consignee is responsible to accept entire shipment unless the total percentage of damages is greater than 50%.
- 6) Concealed loss or damage claims must be reported to the carrier within 24 hours of delivery and will not be honored unless the claimant makes a prima facie case of liability and where they prove the shipment was given to the carrier in good condition and complete but was not tendered to the consignee in the same manner. Carrier’s liability will not exceed 1/3 of the claimed amount as provide for in Item 150 and Item 175.

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**ITEM 255 LINEAL FOOT APPLICATION**

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A lineal foot charge shall apply when a shipment, or combined shipments portions thereof, exceeds 12 feet of the length of trailer and exceeds 49 inches of the width of the trailer.

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

- Less than 750 miles: \$0.20 cents per lineal foot
- 750 but less than 1200: \$0.18 cents per lineal foot
- 1200 but less than 1800: \$0.14 cents per lineal foot
- 1800 or greater: \$0.12 cents per lineal foot

**Subject to a minimum charge of \$750.00**

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**ITEM 260 APPOINTMENTS**

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When instructions or requests or made to Carrier to schedule an appointment or otherwise establish a date and/or specific time or window of time for the delivery of a shipment, the following charges will apply: \$ 55.00

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**ITEM 265 NOTIFICATION PRIOR TO DELIVERY**

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When instructions or requests or made to Carrier, requiring, asking, or encouraging carrier to provide advance notice prior to delivery, the charge for this will apply: \$15.00

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**ITEM 270 BILLS OF LADING - CORRECTIONS**

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Changes to shipment terms, shipper, consignee, including origins and destinations, descriptions, NMFC class, pieces, and/or weight can be made by the shipper or payor of freight within thirty days (30) after the shipment has been accepted by the Carrier. The changes must be in writing in the form of a letter on the shipper's letterhead, or a corrected Bill of Lading. Carrier will assess a charge of \$45.00 each time a correction is made at the request of the shipper and/or payor of the freight charges.

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**ITEM 275 SATURDAYS, SUNDAY, HOLIDAY, or AFTER BUSINESS HOURS PICKUP AND DELIVERY**

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When shipper, consignee, or payor of freight charges 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 \$175.00 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.

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**ITEM 280 PRIVATE RESIDENCE, LIMITED ACCESS LOCATIONS**

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When carrier makes a pickup or delivery at a location zoned as a private residence or a location with limited access, the following charges will apply in addition to all other applicable rates and charges:

- \$6.00 CWT
- \$90.00 Minimum Charge
- \$500 Maximum Charge

Limited Access Locations include but are not limited to the following:

- Construction sites
- Mines, Quarries, Natural Gas/Oil Fields
- Steel Mills
- Nuclear Generating Stations
- Military Installations
- Farms, Ranches
- Schools, Camps, Libraries, Churches, or places of worship
- Windfarms
- Flea Markets
- Nursing Homes
- Marianas
- Vineyards/Wineries
- Individual mini-storage facilities
- Prisons
- Airports

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**ITEM 285 CALIFORNIA COMPLIANCE SURCHARGE**

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Shipments originating from and/or destined to the state of California will be subject to a charge of: **\$25.00 per shipment**

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**ITEM 290 COMMODITY INSPECTION – WEIGHT VERIFICATION**

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At the carriers sole discretion, they may reweigh and/or perform inspection of the contents of a shipment, or require sufficient evidence to determine the actual character of the shipment.

An inspection charge of **\$25.00** will apply for any shipment where an adjustment to freight charges has been made due to an inspection.

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**ITEM 295 REWRAP / RECOUP / RE-WORK PALLETS**

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Extra labor required or requested to repacks, rework, and recoup will be rated at \$30 per person, per hour, billed at minimum of 1 hour. \$50 for each replacement wood pallet.

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**ITEM 300 DISPOSAL FEE**

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A request to dispose of any part or complete shipment will result in a charge of \$65 per pallet when disposed items is 15 articles or greater. No charge when 14 or less articles.

## UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier shall not be liable for loss, damage or delay which results: from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.

**Sec. 2.** Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract for the involved shipment.

**Sec. 4.** (a) If the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request, or the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 24 hours of the time of carrier's attempted first notification, carrier will issue a second and final notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within five (5) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized bylaw. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of

the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee, or the agent of either, is not usually located, after unloading or delivery the risk of loss or damage is not that of the carrier, but is assumed by the consignor or consignee.

**Sec. 5.** (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(b) No carrier hereunder will carry or be liable in any way for any financial and commercial documents, currency, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless an agreement in writing between the carrier and the shipper which specifically identifies and authorizes the transportation of such articles to do so and a stipulated value of the articles are endorsed on this bill of lading.

**Sec. 6.** Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

**Sec. 7.** (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found, to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of the articles, including weight or density of shipment, or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

**Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

**Sec. 9.** If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.