

# Rules & Special Service Charges EXPEDITED 3000-G

## **EXPEDITED's Introduction**

The standard transportation services provided by EXPEDITED FREIGHT SYSTEMS, LLC (EXPEDITED) and considered in our standard charges include normal pickup service at origin, over the road transportation of the commodities; and normal delivery at final destination at a dock facility designed to receive freight shipments.

This publication contains the explanation of, and charges for, optional services that may be requested by the shipper, consignee or third party payor beyond those normally associated with standard transportation. Rules, charges and conditions of these optional services will apply on all shipments moving under pricing publications and agreements, including individual customer agreements, where EXPEDITED 3000-G is shown as a governing publication.

Provisions in this publication apply on shipments tendered on or after the effective date shown below and are subject to change. Any exceptions will be noted in specific account pricing provisions.

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## **100 - GOVERNING PUBLICATIONS**

This tariff is governed by the following tariffs and by their supplements or successive issues, except as otherwise provided.

- Code of Federal Regulations, title 49 for rules and regulations governing the transportation of hazardous materials and motor carrier safety regulations and related material as found in 49 CFR.
- National Motor Freight Traffic Association, Inc., Agent, NMF 100 series for determining rules and classification.
- ZIP Code Directory, National five-digit ZIP Code and post office directory for determining ZIP Codes.
- Household Goods Carrier's Bureau, Agent, HGB 100, mileage guide for determining mileage.
- Fuel Surcharge Notice for Expedited Freight Systems, LLC
- Daily Service Points, Expedited Freight Systems, LLC ([www.shipexpedited.org/services](http://www.shipexpedited.org/services))
- Plus-One Service Points, Expedited Freight Systems, LLC ([www.shipexpedited.org/services](http://www.shipexpedited.org/services))
- Participating Carrier EXPEDITED

## **105 - LIST OF PARTICIPATING CARRIERS**

EXPEDITED FREIGHT SYSTEMS, LLC (EXPEDITED)

## **110 - DEFINITIONS**

The following definitions apply to terms and phrases used in this document:

1. The term "carrier's freight terminal" or "EXPEDITED's terminal" means EXPEDITED's facility at which freight shipments are ordinarily loaded to or unloaded from linehaul vehicles.
2. A "shipment" is a quantity of freight received from one shipper, at one place at one time for one consignee at one destination and covered by one bill of lading.
3. The term "single shipment" means where only one shipment is tendered from one shipper, at one point at one time for one consignee at one destination and covered by one bill of lading or shipping receipt.
4. The term "customer" means a party that may be recognized as either the shipper (also referred to as consignor) or the consignee.
5. Except as otherwise provided here in, the terms "business day" or business hours" means 6 a.m. to 6 p.m., Monday through Friday, within the time zone of the point where service is performed.
6. Equipment:
  - a. The term "truck" or "vehicle" means any vehicle or combination of vehicles handled as one unit, of not less than 35 feet in length, propelled or drawn by a single power unit and used on highways in the transportation of property. When the vehicles consist of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. Typically, a vehicle consists of two doubles trailers or a single van.

- b. The term “standard trailer” or “van” means a trailer of not less than 35 feet in length.
  - c. The term “pup” or “doubles trailer” means a trailer 34 feet or less in length.
  - d. The term “trailer” means any standard trailer, van, pup, doubles trailer or any other similar non-power equipment used by the carrier to transport or move freight from one location to another.
7. The term “import” or “import traffic” means any traffic with a foreign country origin.
  8. The term “export” or “export traffic” means any traffic with a foreign country destination.
  9. Unless otherwise specified herein or in tariffs, contracts or pricing agreements making reference to this tariff, terminal (or service center) areas shall be defined as provided on the day of shipment in SMC<sup>3</sup> CarrierConnect internet routing service. The terminal service areas will also be defined in the points lists available at <http://www.expedited.org/services/>.
    - a. Unless otherwise specified herein or in tariffs, contracts or pricing agreements making reference to this tariff, references to KEN (CHI) will be defined as points serviced by the Kenosha (KEN) terminal that fall within the zip code range 60600-60699.
    - b. Unless otherwise specified herein or in tariffs, contracts or pricing agreements making reference to this tariff, references to KEN (non-CHI) will be defined as all points serviced by the Kenosha (KEN) terminal other than those that fall within the zip code range 60600-60699.
  10. Except as otherwise provided, the terms “Mode 1,” “Mode 2,” “Mode 3,” “Mode 4,” “Single Line,” “Points Served Daily,” “Joint Line,” “Direct Points,” “Indirect Points,” “Interline Points,” or “Joint Line Points” as used herein or in tariffs governed by this tariff, are defined as follows:
    - **Mode 1** - Shipments originated and delivered by EXPEDITED between points shown as EXPEDITED daily service points.
    - **Mode 2** - Shipments originated by EXPEDITED at a point shown as an EXPEDITED daily service point and either i.) interchanged by EXPEDITED to a connecting line for delivery to the consignee or; ii.) destined for a point listed, at the time of shipment, as a Plus-One Service Point be EXPEDITED at [www.shipexpedited.org/service](http://www.shipexpedited.org/service).
    - **Mode 3** - Shipments received by EXPEDITED either 1.) from a connecting line or; ii.) from a location listed, at the time of shipment, as a Plus-One Service Point, and delivered by EXPEDITED to the consignee at a point shown as an EXPEDITED daily service point.
    - **Mode 4** - Shipments received by EXPEDITED from a connecting line or from a location listed, at the time of shipment, as a Plus-One Service Point and interchanged by EXPEDITED to a connecting line for delivery to the consignee, or delivered by EXPEDITED to a consignee located at a Plus-One Service Point.
    - **Single Line** - Service for shipments moving as defined under “Mode 1” above.
    - **Points Served Daily** - Points listed as a daily service point on EXPEDITED’s points list. ([www.shipexpedited.org/services](http://www.shipexpedited.org/services))
    - **Plus-One Service Points** – Points listed as Plus-One or Plus Two Service Points on EXPEDITED’s points list. ([www.shipexpedited.org/services](http://www.shipexpedited.org/services))
    - **Joint Line** - Service for shipments moving as defined under “Mode 2” or “Mode 3.” Pricing applicable to “joint-line” or “Plus-One” shipments does not apply on Mode 4 shipments unless specifically provided.
    - **Direct Points** – Points defined as “Direct” within SMC3 CarrierConnect internet routing service at the

time of shipment.

- **Indirect Points, Interline Points, Joint Line Points** – Points defined as “Indirect” or “Interline” within SMC3 CarrierConnect internet routing service at the time of shipment.
11. References to Plus One service points will encompass Plus Two service points unless otherwise specified.
  12. Pricing applicable for Daily or Direct points will apply only on shipments originating from and destined to a “Point Served Daily” or “Direct Point” at the time of shipment.
  13. Pricing applicable for “Plus” or “Indirect” points will apply on any shipment originating from or destined to a “Plus One Service Point” or “Indirect Point” at the time of shipment.
  14. For shipments moving under provisions subject to rates listed in Item 130 herein, minimum charge (MC), less-than-truckload (LTL), any quantity (AQ), volume (VOL) and truckload (TL) shipments are defined below:
    - a. Minimum charge (MC), less-than-truckload (LTL) or any quantity (AQ) apply only in connection with shipments which move under rates subject to minimum weights of less than 20,000 pounds.
    - b. Volume (VOL) or truckload (TL) apply only in connection with shipments moving on rates stated in units per type of equipment. In the event provisions make reference to a minimum weight 20,000 pounds or greater and rates listed in Item 130 are shown to be applicable, the 20,000 pound rate in these tariffs at the minimum weight specified will be applied.
  15. For shipments moving under provisions subject to rates other than those listed in Item 130 herein, minimum charge (MC), less- than-truckload (LTL), any quantity (AQ), volume (VOL) and truckload (TL) shipments are defined below:
    - a. Minimum charge (MC), less-than-truckload (LTL) or any quantity (AQ) apply only in connection with shipments which meet **each** of the following conditions:
      - (1) Shipments moving under rates subject to minimum weights of less than 20,000 pounds.
      - (2) Shipments effectively occupying less than 2250 cubic feet of line-haul equipment space. (“Effectively occupying” and “cubic feet” are further defined in Paragraph 14, herein.) Provisions of this sub paragraph will **not** apply in connection with shipments moving on full (not reduced) class (not exception) rates and will **only** apply when specific reference is made hereto.
      - (3) Shipments not moving on rates stated in units per mile or rates per type of equipment.
    - b. Volume (VOL) or truckload (TL) apply only in connection with shipments meeting any of the following conditions:
      - (1) Shipments moving under rates subject to minimum weights of 20,000 pounds or more.
      - (2) Shipments effectively occupying 2250 cubic feet or more of line-haul equipment space. (“Effectively occupying” and “cubic feet” are further defined in Paragraph 16, herein.) Provisions of this sub paragraph will apply only when specific reference is made hereto.
      - (3) Shipments moving on rates stated in units per mile or rates per type of equipment.
  16. The terms “Prepaid” and “Collect” mean:

- a. A prepaid shipment is one in which the charges for transportation services rendered at the request of the shipper, including charges for any special services performed at the request of the shipper, are to be paid by the shipper.
  - b. A collect shipment is one in which the charges for transportation services, including special services rendered at the request of the consignee, or requested by the shipper for the consignee, are to be paid by the consignee.
17. The terms “Outbound Prepaid,” “Inbound Collect,” “Outbound Collect,” and “Inbound Prepaid” mean:
- a. **Outbound Prepaid** means Mode 1 or Mode 2 prepaid shipments originating from a facility of the shipper for whom the special tariff provisions, (i.e., rates, discount, percentage expression, etc.) to be applied are named.
  - b. **Inbound Collect** means Mode 1 or Mode 3 collect shipments delivered to a facility of the consignee for whom the special tariff provisions, to be applied are named.
  - c. **Outbound Collect** means Mode 1 or Mode 2 collect shipments originating from a facility of the shipper for whom special tariff provisions, to be applied are named.
  - d. **Inbound Prepaid** means Mode 1 or Mode 3 prepaid shipments delivered to a facility of the consignee for whom the special tariff provisions, to be applied are named.
18. The term(s) “Specific Account Pricing,” “Account Pricing,” “Named Account Pricing,” “Named Shipper Pricing,” “Account Code Pricing,” “Special Tariff Provisions,” or similar words mean rates, charges, tariff or contract provisions that are restricted to apply only for the identified account.
- The reference to rates, charges, tariff or contract provisions herein include, but are not limited to, various forms of pricing provisions that result in charges higher than, equal to or lower than those resulting from application of full (unaltered) class rates.
19. Refund, deduct, incentive refund and incentive deduct discounts are defined:
- a. Refund discounts are those discounts described by the use of the term(s) “refund,” “claim,” “abstract,” “off bill” or similar words when no part of the discount is to be shown as a deduction on the freight bill. Incentive refund discounts apply similarly, but are further described by use of the term(s) “incentive,” “volume incentive,” “threshold,” “per shipment” or similar words. Federal law requires that off-bill discounts/refunds and the party to whom they are paid be disclosed on the copy of the carrier freight bill presented for payment.
  - b. Deduct discounts are those discounts which result in a reduction in the charges on the freight bill. Incentive deduct discounts apply similarly, but are further described by use of the term(s) “incentive,” “volume incentive,” “threshold,” “per shipment” or similar words.
20. The terms “effectively occupying,” “effective occupancy,” “effective cube,” and similar terms, refer to the line-haul equipment space required to transport a shipment. Unless otherwise specified, “cubic feet” of a shipment will mean “effective occupancy” of that shipment.
- Effective occupancy in cubic feet shall be determined by multiplying the greatest (most extreme) straight-line dimensions of length, width and height of space the shipment occupies in inches and dividing the total by 1,728 cubic inches (one cubic foot). All fractions under one-half inch will be dropped, all fractions of one-half inch or greater will be extended to the next full inch. Subject to the following minimum dimensions:
  - Height: A minimum vertical dimension of eight (8) feet shall be used to determine the cube of the shipment when top loading of like cargo is precluded because of:

- a. the nature of the shipment, including conditions which inhibit top-loading or which would pose a hazard of damage to cargo or its packaging;
  - b. packaging or lack of packaging used
  - c. palletization in “pyramided,” “rounded off,” or “topped off” fashion;
  - d. specific instructions by the shipper in the form of a bill of lading notation, including instructions to avoid top-loading or double stacking; and/or
  - e. the height of the shipment when it exceeds 60 inches.
- Width: If the extreme width dimension of a shipment is six (6) or more feet, a minimum width of eight (8) feet will be used to calculate effective cubic occupancy.
  - For the purpose of determining NMFC density-based classifications, the dimensions of articles will be calculated in accordance with Section 8, Item 110, NMFC 100 Series.
21. Except as otherwise specifically provided, the term “pallet” or “pallet position” shall be understood as meaning a quantity, in volume, not exceeding 48 inches wide, 48 inches deep and 96 inches high, in weight not exceeding 2,000 pounds. When a rate or charge is stated in pallet or pallet position quantities and one or more pallet or pallet position units of subject shipment exceeds the stated maximum volume or weight, each pallet or pallet position unit exceeding such stated maximum volume or weight shall be rated or charged for not less than two pallets or pallet positions.
22. The terms “Zip Zone,” “Zip Code Prefix,” “Three-Digit Zip Code,” etc., mean the first three characters of the postal code assigned to a particular point.
23. Unless otherwise specifically provided, where the carrier abbreviation “EXPEDITED” is used herein, it refers to each of the following or any combination thereof:

EXPEDITED FREIGHT SYSTEMS, LLC (EXPEDITED)

## **125 - GOVERNING LAW**

The terms and conditions of this tariff govern services performed by EXPEDITED for its Customers. Only the applicable federal laws and regulations shall govern any dispute between Customers and EXPEDITED in any administrative and/or judicial proceeding.

In the event any item or provision of an item in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of law, such determination shall not invalidate the whole tariff, but this tariff shall be construed as if not containing the particular item or provision held to be invalid, and the rights and obligations of Customer and EXPEDITED shall be construed and enforced accordingly.

Customer agrees that it will not sue EXPEDITED as a class plaintiff or class representative, join a class as a member or agree to consolidate Customer’s action into or participate as an adverse party in any way in a class action lawsuit against EXPEDITED. However, nothing in this item limits Customer’s rights to bring a lawsuit as an individual plaintiff.

## **130 - APPLICATION OF EXPEDITED CLASS RATE TARIFFS**

Reference made to this item herein will only include the following EXPEDITED Class Rate Tariffs, and any supplements thereof: EXPEDITED Tariff Series 501 US/US and US/CN (7/16/2012).

## **150 - APPLICATION OF TARIFF**

This tariff contains terminal service rules and charges for application with shipments moving under rates and other provisions in this tariff, and in tariffs and contracts governed by this tariff.

**151 - NON-APPLICATION**

Except as otherwise provided, pricing provisions producing charges lower than the full unreduced class rates (including but not limited to commodity rates, discounts, percentage expressions, modified special service charges, exception ratings lower than the NMFC class or rating, and allowances) will not apply on:

1. shipments which are subject to Section 13712 quotations (often referred to as government tenders);
2. shipments that have departed the origin terminal moving on “collect on delivery” or “order notify,” or shipments that are converted to “collect on delivery” or “order notify” in route;
3. special service charges or charges advanced by EXPEDITED;
4. shipments subject to otherwise discounted class rate scales;
5. shipments subject to the “Exclusive Use of Vehicle” provisions of Item 525, herein and/or subject to the “Capacity Load Minimum Charge” provisions of Item 390, herein;
6. shipments subject to truckload or volume rates;
7. distribution charges, local beyond charges, handling charges, or any other charges applying in connection with pool distribution shipments. (Except, the charges on the linehaul portion of a pool distribution shipment may be reduced when all other criteria are met.);
8. commodities where the governing classification, NMF 100, publishes a “0” provision, or a “not taken” provision;
9. shipments moving between points in the same state, unless rated under EXPEDITED class rate tariffs listed in Item 130 herein.

**155 - APPLICATION OF SPECIAL CHARGE WAIVERS**

Except as otherwise provided, waivers or exceptions to special service charges will apply only for the paying party for whom the waiver or exception was established.

**160 - QUOTATION OF ESTIMATED CHARGES**

1. When EXPEDITED has furnished, either orally or in writing, an estimate of published tariff charges, that estimate will be based on the effective published tariff provision(s) and the facts concerning the shipment(s) which are provided to EXPEDITED.
2. Estimates of freight charges are furnished as a convenience to the shipping public, represent an approximation of freight charges, and are not binding either on EXPEDITED or the shipper.
3. All transportation charges on a shipment will be assessed on the basis of provisions legally in effect at the time of shipment and the characteristics of the freight actually tendered to EXPEDITED.

**161 - COMPUTATION AND APPLICATION OF FUEL SURCHARGE**

Unless otherwise specifically provided, a fuel surcharge as shown in the table below shall apply on all line haul charges when the U.S. National Average Fuel Index in cents is:

At Least	But Less Than	Fuel Surcharge Amount	
		LTL	TL
0	115 Cents	Reduction/Surcharge	0.0% Reduction/Surcharge
115	116	2.4%	4.8%
116	117	2.5%	5.0%

117	118	2.6%	5.2%
118	119	2.7%	5.4%
119	120	2.8%	5.6%
120	121	2.9%	5.8%
121	122	3.0%	6.0%
122	123	3.1%	6.2%
123	124	3.2%	6.4%
124	125	3.3%	6.6%
125	126	3.4 %	6.8%
126	127	3.5%	7.0%
127	128	3.6%	7.2%
128	129	3.7%	7.4%
129	130	3.8%	7.6%
130	131	3.9%	7.8%
131	132	4.0%	8.0%
132 Cents or greater		+ .1% every \$0.01	+ .2% every \$0.01

## Application:

1. The fuel surcharge level will be adjusted on Wednesday of each week based on the U.S. National Average Fuel Index of the prior Monday. The National Average Fuel Index is published by the Energy Information Administration of the U.S. Department of Energy and is available by telephone at 1-202-586-6966 or on the Internet at [www.eia.doe.gov](http://www.eia.doe.gov).
2. For the purposes of this item, 'TL' shall be defined as a shipment:
  - a. moving on rates stated in units per type of equipment
  - b. moving as a Capacity Load (Item 390)
  - c. moving as an Exclusive Use (Item 525)
  - d. moving on rates subject to minimum weights of 20,000 lbs. or more (Note 1)
  - e. effectively occupying 2250 cubic feet or more of line-haul equipment space (Note 1)

Note 1 – Not applicable for shipments moving under rates listed in Item 130 herein.

3. In applying the surcharge, first determine the freight charges that would otherwise be applicable without the effect of the surcharge, including the effect of the alternation process and any applicable discount or reduction. Once determined, the charge will then be subject to increase by the amount of the surcharge. The surcharge will be shown as a separate line entry on the freight bill.
4. Freight charges for line haul transportation shall include line haul, ocean, pickup and delivery charges such as, but not limited to, minimum charges, charges calculated from class or exception rates, density minimum charges, absolute minimum charges, minimum truckload charges, exclusive use minimum charges, capacity load minimum charges, per vehicle charges and per pup charges. Except as otherwise provided the increase will not apply to charges for special services. Where a through rate is constructed by combining two or more factors, the surcharge shall be applied to the resulting total charges.

## 164- DASHES BETWEEN RATE SCALES; APPLICATION OF RATES

Where rate scales in this tariff, or in any tariffs governed by this tariff, are separated by a dash (-), it shall indicate that the rate scales specifically shown and all rate scales in between are included. (e.g. MC-10M means all rate scales beginning with MC and ending with 10M).

**165 - APPLICATION OF RATES - ZIP CODE PREFIX**

- a. Where rates are determined or the application of those rates is governed by Zip Code Prefix Groups, those Groups include all points assigned to the same first three digits of the U.S. Postal Service Zip Code. For example, where a Zip Prefix Group such as “386 thru 394” or “386-394” is used, the Zip Code Prefix Group is all inclusive of such three-digit zip code numbers.
- b. A zip code prefix assigned to a customer's physical location will be used for rate making purposes.
- c. Where no zip code prefix is provided for the actual origin (and/or destination), apply the zip code prefix for the nearest point for which a zip code prefix is provided, subject to Paragraph 1 above.

**166 - APPLICATION OF SPECIFIC ACCOUNT PRICING**

Specific Account Pricing (defined in Item 110, Paragraph 14) which is published to apply for a parent account, its subsidiaries and/or divisions, will apply only for subsidiaries or divisions which are majority-owned by the parent and will become effective one working day after prior notification is received by EXPEDITED of the account ownership.

Such prior notification must include the name of the parent company, the name of the division or subsidiary company, the street address, city, state (or province), and zip (or postal) code.

Notification must be made, in writing, for all changes in ownership or physical location, and directed to: Account Information Management System Supervisor

EXPEDITED FREIGHT SYSTEMS, LLC  
4801 68<sup>th</sup> Avenue  
Kenosha, WI 53144

Only one *specific account pricing provision* shall be applied per shipment. However, one loading and/or one unloading allowance may be applied in addition to the one applicable *specific account pricing provision*. Where combinations of rates are applicable, these provisions will apply separately to each component of the combination.

**167 – CANCELLATION OF PRICING PROGRAMS**

In the event Carrier receives no shipments rated under the provisions of any statement of agreed pricing for a period of 120 days, the statement of agreed pricing will be deemed obsolete and subject to cancellation without notice.

**168 – DEFAULT PRICING**

Unless otherwise provided herein or in tariffs, contracts or pricing agreements making reference to this tariff, when specific pricing features are not provided in duly negotiated pricing agreement or if no duly negotiated pricing agreement exists, apply:

- EFS 501 effective 07/16/2012
- A 69.6% discount per shipment
- Rating (class) as provided in the NMF 100 series
- Rules, rated and charges for accessorial and terminal services as provided in the Expedited 3000 series
- An absolute Minimum charge of \$123.99

**171 - APPLICATION OF CLASSES--ARTIFICIAL CONSTRUCTION OF DENSITY TO OBTAIN A LOWER CLASS (BUMPING)**

“Bumping” is the declaration on the original bill of lading of an artificially higher weight for the purpose of causing a higher density that allows the article or piece being “bumped” to qualify for a lower classification rating.

“Bumping” may be performed under the provisions in Item 171, NMF 100 Series (NMFC) subject to the following:

1. “Bumping” provisions may only be used for commodity items in the NMFC that assign classes based upon density and then only for those that make specific reference to Item 171 in the NMFC.

2. Shipper may only “Bump” to the next lower (NMFC) class or rating. “Bumping” to an exception or freight all kinds class or rating is not permitted.
3. When the provisions of this rule are utilized, shipper must declare intent to “bump” at time of shipment and include the following items on the original bill of lading: actual cube, actual weight, density group (sub) embracing the actual density, declared density and declared weight for billing.

**191 – CLASSIFICATION OF ARTICLES BY DENSITY**

(Applies only when reference is made hereto)

Handling units will be rated at the class shown based on the density of the unit using the weight and measurement of the unit.

<u>IF DENSITY IS:</u>	<u>APPLY FOR RATING PURPOSES:</u>
Less than 1 pcf	500
1 but less than 2 pcf	400
2 but less than 3 pcf	300
3 but less than 4 pcf	250
4 but less than 5 pcf	200
5 but less than 6 pcf	175
6 but less than 7 pcf	150
7 but less than 8 pcf	125
8 but less than 9 pcf	110
9 but less than 10.5 pcf	100
10.5 but less than 12 pcf	92.5
12 but less than 13.5 pcf	85
13.5 but less than 15 pcf	77.5
15 but less than 22.5 pcf	70
22.5 but less than 30 pcf	65
30 but less than 35 pcf	60
35 but less than 50 pcf	55
50 pcf or greater	50

**261 - BOATS OR CANOES - PACKING OR PACKAGING**

Rates published by EXPEDITED for boats or canoes as described in NMF 100 will apply only when packed in wooden boxes.

**300 - ADVANCING CHARGES (Exception to NMF 100, Item 300)**

No charges of any description will be advanced.

**315 - ALLOWANCES**

Allowances are subject to the following:

**Section 1: General Provisions**

1. Allowances calculated on shipment weight will be subject to a maximum amount per shipment based and calculated on 20,000pounds.
2. Payment of the allowance will be made by EXPEDITED to the Customer:

- a. Only in connection with shipments for which applicable freight charges have been received by EXPEDITED within 30 days of:
    - (1) The billing date in connection with shipments moving freight charges prepaid,
    - (2) The delivery date in connection with shipments moving freight charges collect,
  - b. and then only when a claim is filed by the Customer with EXPEDITED within 60 days of the date of the bill of lading or freight bill.
3. Pickup or delivery service must be provided by or at the authorization of EXPEDITED. Shipments utilizing the unauthorized services of a cartage agent will not qualify for an allowance.
  4. The complete loading/unloading of freight must be performed by the Customer at its expense, without requiring any assistance from the EXPEDITED driver. The driver and power unit are to be released while loading/unloading is performed. At EXPEDITED's option, the driver may remain during loading/unloading, and may render assistance.
  5. The complete loading of the freight includes the counting of the freight.
  6. In the case of loading, any temporary stowing components or materials required to protect and make shipments secure for transportation must be furnished and installed by the shipper.

**Section 2: Definition**

“Allowance” is an amount reimbursed to the Customer for performing (un)loading services that are usually performed by EXPEDITED. The amount must be reasonably related to the cost that EXPEDITED would have otherwise incurred.

**Section 3: Loading & Unloading Allowances**

1. EXPEDITED will spot a trailer at the Customer's dock or in the Customer's yard. When necessary, the Customer will move the trailer(s) between their trailer parking area and their dock.
2. The Customer shall arrange to load (or unload, as the case may be) EXPEDITED's trailer(s). In either case, the bills of lading or freight bills should be stamped by the Customer:

“Loading Allowance part lot of total weight of \_\_\_\_\_pounds loaded on date\_\_\_\_\_.”

or:

“Unloading Allowance part lot of total weight of \_\_\_\_\_pounds unloaded from trailer number\_\_\_\_\_.”

3. The Customer shall notify EXPEDITED when loaded and/or unloaded trailer(s) are ready for removal from the Customer's premises.
4. When shipments are loaded in or unloaded from EXPEDITED's trailer(s) in one 24-hour consecutive time frame (from the time trailer was spotted), the actual weight of freight so loaded/unloaded by the Customer will be subject to the applicable allowance(s).
5. Loading/unloading allowances will not apply when Customer is required to provide loading/unloading service in accordance with the otherwise applicable tariff provisions.

**Section 4: Pallet Allowances**

When allowances are based upon shipment palletization, the original bill of lading shall show the total number of pallets included in the shipment.

**Section 5: Allowances for Pickup/Delivery of Freight by Customer at EXPEDITED's Dock**

When the shipper elects to tender shipment(s) at EXPEDITED's origin dock or the consignee elects to accept delivery at EXPEDITED's destination dock, instead of the normal pickup or delivery service as provided in Item 750, the following will apply:

1. When a specific allowance is established for the party performing the service, the established allowance in cents per one hundred pounds of actual weight will apply.

2. At the option of EXPEDITED, the party performing the service may be paid an allowance for each service performed of \$0.50 per one hundred pounds of actual shipment weight, subject to a minimum of \$5.00 and a maximum of \$40.00 per shipment.

When the party performing the service is the payor of the freight charges, the allowance will be shown as an on-bill deduction from otherwise applicable freight charges. When the party performing the service is NOT the payor of the freight charges, EXPEDITED's local terminal personnel will issue a check in the amount of the allowance and send it to the party who performed the service. Allowances paid under the provisions of this Section 5 will:

1. be in addition to all other applicable discounts and pallet allowances
2. not be subject to Paragraphs 4, 5, and 6 of Section 1 of this item
3. negate any allowances for the service it replaces
4. remove charges for special services that are not performed
5. not reduce freight charges below the Absolute Minimum Charge

### **345 - ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

#### **Arrival Notice:**

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment, except as provided in Paragraphs (2) and (3).
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 normally be given by telephone. The notice, however transmitted, will specify the point of origin, the consignor, and the commodity and weight of shipment.
  - b. If mailed, the notice will be deemed to have been received by the addressee at 8:00 a.m. on the first business day after it was mailed.
3. For shipments consigned to private residences, as defined in Item 751, all notice of arrival shall be given in the manner described in Paragraph (2), unless prior delivery arrangements have been noted on the bill of lading by the consignor.

#### **Undelivered Freight:**

If EXPEDITED cannot deliver the freight through no fault of its own, the shipment will be subject to applicable storage or detention charges.

### **355 - BILLING - NON-STANDARD**

When specifically requested by a party to the shipment transaction (requesting party) to change consignor and/or consignee names and/or locations or to suppress disclosure of such information, EXPEDITED will make a diligent effort to perform the following non-standard billing service:

1. EXPEDITED will accept the shipment when tendered by the party in possession of the shipment.
2. The document on which the shipment is tendered, whether issued by EXPEDITED, the consignor or other party tendering the shipment will be used only to acknowledge receipt of the freight and will not be considered a bill of lading. The receipt will only show information about the payor of the freight charges, the consignee and consignee's location as requested by the payor or requesting party.
3. EXPEDITED will issue a bill of lading for the complete transportation of the shipment or execute the bill of lading if issued by the requesting party. In either case, the bill of lading must contain all information required by law and all information required by EXPEDITED to perform normal shipment transportation services and to calculate applicable freight charges.
4. EXPEDITED will make delivery to the consignee on a delivery receipt that shows only information about the shipper (consignor), TPB or party paying the freight charges as requested by the payor or

requesting party.

5. The request for this service must be made sufficiently in advance to permit performance of the above described functions.
6. EXPEDITED will attempt to perform this service but will bear no responsibility or liability for inadvertent disclosure or incorrect delivery.
7. In addition to all otherwise applicable charges, including but not limited to the charge for Marking or Tagging as provided in Item 580, EXPEDITED 3000-G Series, a flat charge of \$60.00 per shipment per trailer will apply for the service provided in this item.

### **360 - BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES**

#### **(Addition to NMF 100, Item 360)**

**Section 1 (f).** When the payor of freight charges requests any of the following as a prerequisite to payment, a charge of \$6.55 for each document or copy will apply.

1. The return of any part of bill of lading sets or copies thereof, other than the one shipper furnished copy. When as a prerequisite to payment, the shipper furnished copy of the bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill.
2. Copies of freight bills or statements of transportation charges in excess of the number specified in Section 1 (e).
3. The preparation by EXPEDITED of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges will be subject to a charge of \$0.55 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$6.55 per page, per copy.
4. Any form or copies of forms, other than those described in Section 1 (f) (1) or Section 1 (f) (2), to be submitted with freight bills or statements of charges.
5. Any information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges.

When payor requests proof of delivery be furnished in any form, EXPEDITED does not obligate itself to perform such service, but agrees to make a diligent effort to perform the service at no additional charge for occasional requests with reasonable frequency. The charges above will not apply to **Bank Payment Plans** when documentation is limited to deposit ticket(s) supplied by the bank or to **Sight Draft Plans** when documentation is limited to sight drafts which do not require EXPEDITED to provide information pertaining to the rating of the shipment(s) on the sight draft.

Also, charges will not apply for either plan when documentation is limited to supporting freight bill(s) and statement(s) of charges not in excess of the number set forth in Section 1 (e), or the return of a copy of the bill of lading furnished by shipper. The provisions set forth in Section 1(e) and Section 1(f) will not apply to shipments moving on United States Government Bills of Lading.

### **360-2 - BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES (Exception to Section 2(a) of NMF 100, Item 360)**

**Section 2(a).** The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading.

Bills of lading for shipments consigned "To Order" at one point, with instructions to notify the consignee at another point, will be permitted only when both points are adjacent or within the same commercial zone. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

### 361 - BILL OF LADING - AUTHORIZED

Unless otherwise specifically provided in this tariff, in tariffs governed by this tariff, or in a separate written agreement signed by authorized representatives of the Customer and EXPEDITED, property received for transportation by EXPEDITED requires all parties to the transaction to accept and use the bills of lading as set forth in paragraph 1 of this item and honor the following conditions:

1. **Authorized Signatures.** EXPEDITED's President, Vice-President – CFO are the only representatives or employees authorized to sign agreement(s) on behalf of EXPEDITED, allowing use of bills of lading other than the appropriate uniform bill of lading specified in paragraph 1 of this item. No other employee or representative of EXPEDITED, including but not limited to EXPEDITED drivers, is authorized to vary or modify bill of lading terms and conditions.
2. **Bills of Lading Signed by EXPEDITED Driver.** Bills of lading signed by an EXPEDITED driver or other employee, not named in Paragraph 1 above, may only be used to acknowledge receipt of the freight and identify the entity for delivery. Such bills of lading shall not be construed as a contract for the carriage of freight and under no circumstances shall EXPEDITED be bound to the terms and conditions set forth therein.

### 362 - BILLS OF LADING - CORRECTED

#### 1. Change in Bill of Lading or Payor of Freight Charges

Corrections to bills of lading and/or other written instructions requiring a change in the original bill of lading, including, but not limited to, (a) a change in the paying party, (b) a change in the billing address, (c) the addition of previously omitted information, (d) to change the collection status from “collect” to “prepaid” or from “prepaid” to “collect” or (d) the addition, change, or deletion of a “third party billing” or “send freight bill to” party may be permitted, at the sole discretion of EXPEDITED subject to the following conditions:

- a. A charge of \$15.60 per change will be added to the freight bill for each change in the bill of lading.
  - b. A change in collection status or paying party will not be allowed after payment has been received on the basis of the original bill of lading.
  - c. EXPEDITED must receive written request for change in the collection status or paying party within a period of 30 days from date of the initial bill of lading.
  - d. The original and new debtor must have established credit with EXPEDITED.
  - e. The party requesting change in the collection status or paying party must be shown as shipper or the paying party on the original bill of lading and guarantee, in writing, immediate payment of the applicable freight charges (and any additional charges incurred by EXPEDITED) should the new debtor fail to pay within the prescribed Surface Transportation Board credit guidelines.
  - f. Section 7 of the corrected bill of lading must not be executed.
- #### 2. Change in Description or Weight
- Changes in description or weight will be permitted only upon presentation of satisfactory documentation (e.g., original invoice and descriptive literature) acceptable to EXPEDITED, that the original bill of lading was in error. Charges shown in 1(A) will apply.

### 382 - DETERMINING EFFECTIVE PRICING PROVISIONS

When an item is amended, the application of pricing provisions is governed by the issue and effective date shown. When two or more revisions of an item cover the same time period the version with the latest issue date supersedes earlier versions.

**390 - CAPACITY LOADS - MINIMUM CHARGE**

Provisions of this item will not apply in connection with shipments subject to class rate tariffs listed in Item 130 herein. Further, the provisions of this item have no application when the otherwise applicable charge is greater than the minimum charge provided herein. The terms “occupies the full visible capacity,” “loaded to capacity” or “capacity load” refer to the extent each vehicle is loaded and can mean either:

- A. That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle;
  - OR
  - B. That maximum quantity of freight that can be legally loaded in or on a vehicle due to weight limitations.
1. Shipments subject to Class or Class and Commodity rates.
    - a. When any shipment occupies the full visible capacity of a vehicle, the minimum charge for that quantity of freight loaded in or on each vehicle (loaded to capacity) shall be equal to the charge for 40,000 pounds at the applicable undiscounted class 50 rate.
    - b. When a shipment is tendered that cannot be loaded in one vehicle, the following will apply:

Each vehicle required to transport the shipment, except one, shall be loaded to capacity and subject to the minimum charge as provided above. The vehicle containing less than a capacity load will be considered overflow and rated as a separate shipment when the minimum is applied to any capacity loaded vehicle in the shipment.

For the purpose of determining application of the minimum charge, the total freight charges will be allocated to each vehicle proportionate to the weight (of total shipment) contained therein.

2. Shipments subject solely to Commodity rates.

When any shipment subject to commodity rates is tendered to EXPEDITED and occupies the full visible capacity of a vehicle, such shipment shall be subject to a minimum charge per vehicle for that quantity of freight loaded in or on each vehicle (loaded to capacity) based on the applicable undiscounted Truckload or Volume rate at the minimum weight provided, if applicable. (Subject to Item 645 herein).

However, when a shipment is tendered that cannot be loaded in one vehicle, the freight loaded in each vehicle required to transport the shipment, shall be considered a separate shipment and so rated.

**Additional Considerations:**

On request of the shipper, EXPEDITED will make every effort to furnish the largest available trailer(s). The shipper will have the right to refuse the trailer offered, but once loading has begun, provisions of this item will apply.

On shipments which move via two or more carriers, the minimum charge provided in this item will be based on the vehicle furnished by the originating carrier, and will apply to the continuous through movement.

The originating carrier shall indicate on the bill of lading and/or freight bill, the number of vehicle(s) loaded to capacity, used by the originating carrier to transport the shipment, and shall also indicate if an additional vehicle carrying less than capacity load was furnished. In the event an additional vehicle was furnished, the originating carrier shall indicate the weight of the portion of the shipment loaded into such vehicle.

**390-1 - CAPACITY LOADS - MINIMUM CHARGE**

Provisions of this item apply only in connection with shipments subject to class rate tariffs listed in Item 130 herein. Further, the provisions of this item have no application in any case where the otherwise applicable charge is greater than the minimum charge provided herein.

The terms “occupies the full visible capacity,” “loaded to capacity,” or “capacity load” refer to the extent each vehicle is loaded and can mean either:

1. That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle (this will apply only when the shipment occupies not less than 20 linear feet of trailer space);

OR:

2. That maximum quantity of freight that can be legally loaded in or on a vehicle due to weight limitations.
  - a. When any shipment is tendered to carrier in sufficient quantity to occupy the full visible capacity of one or more doubles trailers, the minimum charge for each segment of the shipment that would fill a doubles trailer to capacity shall be equal to the charge for 20,000 pounds at the applicable class 50 rate, less any applicable discount. This minimum charge shall apply in all cases, even when the shipment is tendered to EXPEDITED on equipment other than doubles trailers.
  - b. When a shipment is tendered that cannot be loaded in one doubles trailer the following will apply:

Each segment of the shipment that would require the capacity of a doubles trailer, except one, shall be subject to the minimum charge as provided above. The one segment of the shipment requiring less than the capacity of a doubles trailer, if any, shall be considered as an overflow and rated as a separate shipment when the minimum is applied to any capacity loaded doubles trailer in the shipment. For the purpose of determining application of the minimum charge, the total freight charges will be allocated to each doubles trailer proportionate to the weight of the total shipment contained therein.

**Additional Considerations:**

On shipments which move via two or more carriers, the minimum charge provided in this item will be based on the doubles trailer furnished by the originating carrier, and will apply to the continuous through movement.

The originating carrier shall indicate on the bill of lading and/or freight bill, the number of doubles trailers loaded to capacity, used by the originating carrier to transport the shipment, and shall also indicate if an additional doubles trailer carrying less than capacity load was furnished. In the event an additional doubles trailer was furnished, the originating carrier shall indicate the weight of the portion of the shipment loaded into such doubles trailer.

**390-2 – LINEAL FOOT MINIMUM CHARGE**

Subject to the conditions and provisions:

1. Any shipment which occupies 16 feet or greater of a vehicle in the manner loaded as tendered by the shipper, will be subject to the following minimum charge:

Miles from origin to destination	Rate per lineal foot
100 or less	\$10.00
101 to 200	\$14.00
201 to 350	\$22.00
351 to 500	\$30.00
501 to 650	\$35.00
651 to 800	\$43.00
Greater than 800	\$52.00

2. When in the manner tendered, separate shipments are picked up at one time and place, from the same pick up site, consigned to the same destination and with the same billing payment terms, such shipments shall be combined and considered a single shipment for the application of this item.
3. When the provisions of items 390, 390-1, or 611-1 may apply to a single shipment, the provisions producing the highest charge shall apply. The charge produced by applying this item will not alternate with

the charge produced by applying the shipper's class rate pricing program.

4. When the provisions of this Item 390-2 apply, any fraction of a foot will be rated as 1 foot of trailer space utilized, however such rounding up shall not be used to determine whether the minimum number of lineal feet in paragraph 1 is attained.
5. Lineal footage of a shipment containing an odd number of pallets or handling units or an unequal number of lineal feet on the two sides of the trailer will be determined from an average of the number of lineal feet occupied on both the left-hand side and the right-hand side of the floor of the trailer.

Note 1: The term "vehicle", as used in this item, means any vehicle or combination of vehicles handled as on unit.

Note 2: The mileage is determined from the household Goods Mileage Guide in effect at the time of shipment from origin point to destination point.

## **420 - CLASSIFICATION OF ARTICLES**

1. The shipper is required to correctly identify on the bill of lading at the time of shipment the specific commodity(s) tendered for transportation.
2. In the event a shipment is inadvertently accepted for which a NMF 100 series item number is not provided or one cannot be established using the description on the bill of lading, a default class of 150 shall be used to rate the shipment unless carrier obtains the density of the shipment and it is less than 6 pounds per cubic foot. Shipments having a density of less than 6 pounds per cubic foot will be classified as determined by Item 191 herein. See Note A.
3. If it is determined the NMF classification provided on the bill of lading is incorrect, carrier will attempt to determine the proper NMF item number and classification. If unable to determine the proper item number and classification, carrier may apply the classification as determined by Item 191 herein. See Note A.
4. Correction of article description or classification errors caused by incorrect description(s) on the original or corrected bill of lading supplied by the shipper will be subject to a \$15.60 reclassification fee per freight bill corrected when such correction causes an increase or reduction of \$15.00 or more in the net freight charges. Such charge will be added to the freight bill. However, when the weight adjustment fee provided in Item 992 is assessed, the reclassification fee will not apply.
5. Where the NMF 100 Series publishes an "0" rating for a commodity, or a "not taken" provision, the applicable rating shall be 500.
6. Subject to Item 565 herein, classification or rating provisions in the NMF 100 Series requiring a notation or statement of actual or released value are applicable only when such valuations are stated on the shipping order or bill of lading by shipper at time of shipment. Failure by the shipper to notate value, or the applicable NMF Item and sub number on the shipping order or bill of lading will cause EXPEDITED to assess the otherwise applicable class rating not dependent on valuation. If none exists, EXPEDITED will assess the lowest released value and rating, or the highest actual value and rating. Carrier will honor corrected bills of lading upon receipt of acceptable proof of actual value. Corrected bills of lading will not be accepted nor will freight charges be adjusted on released value shipments.

Note A – Upon submission of satisfactory "proof" of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class. "Proof" is described as an invoice or packing slip along with a pre-printed specification sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the specification sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original Bill of Lading. If a carrier reweighed the freight or inspected the freight, the carrier's weight and dimensions will take precedence over any shipper provided proof documentation.

**420-1 - CLASSIFICATION OF ARTICLES - HAZARDOUS**

Empty or used packaging for shipping hazardous material or hazardous substance (exception to NMF 100 series).

1. Used Packaging, partially full or empty, for shipping Hazardous Material or Hazardous Substance will be subject to the class provided in the NMF 100 for the commodity represented by the residue last contained in such packaging if higher than the class for the packaging, unless Shipper certifies on the original bill of lading at time of shipment that such packaging is properly cleaned and purged of any hazardous residue or vapors.
2. The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by shipper as being “empty.”

In addition, the shipper shall be charged \$100.00 straight time and/or \$150.00 time and one-half for each labor hour, or fraction thereof, lost by EXPEDITED because its facility is closed as a result of any release of such undisclosed hazardous material or hazardous substance.

**421 - CLASSIFICATION BY ANALOGY**

The commodity rates made subject to this tariff apply only on specifically described articles in such tariffs and do not apply on analogous articles.

**422 - CLASSIFICATION OF COMBINED ARTICLES**

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 for at the rate provided for the highest rated article of the combination. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

When articles have been combined with or attached to vehicles, motor, or vehicles other than self-propelled, they will be rated as a combination article unless the combined article is specifically provided for in NMF 100 or in tariffs making reference to this tariff.

**427 - PRESENTATION OF FREIGHT BILLS AND COLLECTION OF CHARGES**

**1. Presentation or Mailing of Freight Bills.**

- a. EXPEDITED shall present or mail its freight bill for all transportation within 7 days, excluding Saturdays, Sundays, or legal holidays, from the date it received the shipment. When information sufficient to enable EXPEDITED to compute the charges is not immediately available at its billing point, EXPEDITED shall present or mail its freight bill for payment within 7 days from when the information becomes available.
- b. When EXPEDITED presents freight bills by mail, the time of mailing shall be deemed to be the time of presentation. The term “freight bills” includes paper documents, invoices, and statements and billing by use of electronic media such as computer tapes or disks, when the mails are used to transmit them. In case of dispute as to the date of mailing, the postmark shall be accepted as such date.

**2. Payment of Freight Charges.**

- a. Except as otherwise provided, freight charges must be paid within the 15-day credit period of billing, including Saturdays, Sundays, and legal holidays. The 15-day period will begin on the day following presentation or mailing of the freight bill.
- b. When parties who undertake the payment of freight bills mail acceptable checks, drafts, or

money orders in payment of freight charges, the act of mailing them within the 15-day period shall be deemed to be payment within the 15-day period. In case of dispute as to the date of mailing, the postmark shall be accepted as such date.

- c. Freight charges that are not paid within the credit period and for which EXPEDITED acquires the use of an outside collection agency and/or attorney to effect collections will be subject to a late payment penalty of thirty percent (30%) of the unpaid amount.
- d. Freight Charges that are not paid within sixty days of the billed date of the shipment are subject to loss of all applicable allowances or discounts.

### **3. Offsetting Charges.**

Customer shall not offset from or delay the payment of lawfully established transportation charges due EXPEDITED as result of any overcharge claim, charge back, duplicate payment or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

## **428 - OVERCHARGE/UNDERCHARGE CLAIMS**

Any claim or action at law by EXPEDITED to recover undercharges alleged to be due hereunder, and any claim or action at law by

Customer to recover overcharges alleged to be due hereunder shall be commenced not more than 180 days after the receipt by EXPEDITED of the shipment with respect to which such undercharges or overcharges are claimed. To the extent permitted by applicable law, the expiration of said 180 day period shall be a complete and absolute defense to any such claim and action at law, without regard to any mitigating or extenuating circumstance or excuse whatsoever, unless the party named as a defendant in such action has expressly agreed in writing to waive such defense in whole or in part.

## **429 - COLLECTION OF CHARGES - THIRD-PARTY BILLING**

When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the 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.

1. Unless otherwise specifically provided,
  - a. The TP's name and address must appear in the body of the bill of lading and shipping order at time of original tender.
  - b. The TP and the shipper or consignee may not be the same company.
  - 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.
2. On shipments where account affiliations described above exist, the term "Third-Party Billing" or "TPB" will be changed to "Send Freight Bill To Party" or "SFB."

In addition, payment terms will be changed from prepaid to collect or from collect to prepaid, as necessary, to ensure that the shipment is Prepaid, if the shipper and SFB (formerly TP) are affiliated, or Collect, if the consignee and SFB (formerly TP) are affiliated.

3. TPB shipments will be accepted only when the consignor has established credit with EXPEDITED and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.

**Shipments qualifying for TPB may move either prepaid or collect but will not be accepted if the consignor executes Section 7 of the bill of lading.**

## **430 - COLLECT ON DELIVERY (COD) SHIPMENTS AND ORDER BILLS OF LADING**

Collect on delivery (COD) shipments will not be accepted by EXPEDITED.

## **436 - COMBINATION OF RATES**

Combination of rates, when applicable, will be computed over the point or points where the freight is physically interchanged from one carrier to another. The provisions of this item do not apply on shipments moving under government bills of lading.

## **440 - CONSTRUCTION SITES AND OTHER LIMITED ACCESS PICKUP OR DELIVERY**

EXPEDITED will perform pick up or delivery service at a construction site or other location with limited access, subject to a charge per service of \$5.00 per cwt, but not less than \$70.00, nor more than \$250.00 per shipment per trailer, in addition to all other charges applicable to the shipment. The term "limited access" shall include but is not limited to:

- construction sites (see Note 1)
- mine sites (see Note 2)
- military bases / installations
- camps, parks
- churches
- individual mini-storage units
- prisons
- schools
- Indian reservations
- farms, ranches,
- fairs, carnivals, and chautauquas

In addition to the locations specifically listed above, a "limited access" location is defined as meeting any of the following conditions:

1. Not open to the walk-in public during normal business hours.
2. Not having personnel readily available to assist with pickup or delivery.
3. Not having access to a loading/unloading dock or platform.

The charge provided in this item will include initial notification in the case of delivery to arrange for an agreed delivery time. Any additional notifications will be charged at normally published notification charges and assessed to the party requiring the additional notice. Charges will not apply when the charge in Item 751 (Residential pickup or delivery) is assessed. Accepting delivery at EXPEDITED's terminal does not constitute reconsignment nor does it constitute a chargeable service under this item.

Note 1: The term "Construction Site" shall be defined as the site of any construction of buildings, roads, bridges or other sites of construction 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 "Mine Site" shall be defined as the site of any pit, excavation, shaft or deposit at which ore, minerals or coal has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stopoffs, charges apply to each portion of the shipment delivered to a mine site.

**485 - DELIVERY OF FREIGHT BILL PRIOR TO DELIVERY OF SHIPMENT**

When the consignor or consignee requests delivery of the freight bill prior to delivery of the shipment, EXPEDITED will make a diligent effort to provide the service, and no fee will be assessed.

**485-1 - ARRIVAL NOTIFICATION AND SPECIAL HANDLING**

When EXPEDITED is requested to notify any party prior to delivery of an LTL shipment, the charge will be \$20.00 per notification.

When bills of lading indicate notification of consignee, charges will be collected from the payor of the freight bill; otherwise, the charges will be collected from the consignee.

This charge will not be applied in connection with:

1. Shipments moving collect on delivery that are subject to the standard fee provided in Section 8 of Item 430.
2. The initial notification when residential delivery is being performed and is subject to the standard fee provided in Item 751 of this tariff.
3. The initial notification when delivery at construction sites or other locations with limited access is being performed and is subject to the standard fee provided in Item 440 of this tariff.
4. Shipments subject to the charge provided in Paragraph 1 of Item 486 (Product Launch and Other Time Definite Delivery Services). (The charge in this item will apply in addition to the charge provided for specific hour appointment delivery service in Item 486, Paragraph 2, when it is applicable.)

**486 - PRODUCT LAUNCH AND OTHER TIME DEFINITE DELIVERY SERVICES**

Customers may request date or time specific delivery service as defined below and at the charge indicated. When the customer requests, EXPEDITED is committed to make its best effort to perform the service. However, these services are not guaranteed.

1. Customer may request that delivery be performed on or by specified date or between a specified date range. The charge for this service will be \$50.00 per shipment per trailer in addition to all other applicable charges.
2. Customer may request that delivery be performed at a specific time of day. The charge for this service will be \$50.00 per shipment per trailer in addition to all other applicable charges, including (but not limited to) the \$50.00 charge in Paragraph 1 of this item.
3. Charges assessed under this item will be collected from the payor of the freight bill.

**EXCEPTIONS:**

1. The charge provided in Paragraph 1 of this item will not apply to:
  - a. Shipments that have been assessed storage charges under Item 910, herein
  - b. Shipments that have been assessed residential delivery charges under Item 751, herein.

**500 - DETENTION - VEHICLES WITH POWER UNITS**

This item applies when EXPEDITED's vehicles with power units are delayed or detained (through no fault of EXPEDITED) either on the premises of the Customer or as close thereto as conditions will permit, subject to the following provisions:

**GENERAL PROVISIONS:**

When EXPEDITED's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.

When the consignee, for whatever reason and through no fault of EXPEDITED, is unable to complete the unloading process, the remaining undelivered freight may be placed in storage. This freight shall be subject to all accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 shall apply, and detention charges as provided herein will immediately become applicable. When, through no fault of EXPEDITED, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:

1. Customer may request that the vehicle without power remain at its premises. However, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied.
2. Customer may request that the vehicle with power be returned to EXPEDITED's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in EXPEDITED's possession is subject to storage as provided in Item 910. When the vehicle is returned to Customer's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

**COMPUTATION OF TIME:**

Computation of free time shall begin upon notification by the driver to the responsible representative of the Customer of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed bill of lading or receipt for delivery.

When consignor tenders or consignee receives more than one shipment at one time, the combined weight will be used to determine free time.

**FREE TIME:**

Free time per vehicle stop shall be as follows:

<b>Actual Weight (in pounds)</b>	<b>Free Time (in minutes)</b>
Less than 1,000	15
1,000 but less than 2,500	30
2,500 but less than 5,000	60
5,000 but less than 7,500	90
7,500 but less than 10,000	120
10,000 but less than 20,000	180
20,000 but less than 28,000	240
28,000 but less than 36,000	300
36,000 but less than 44,000	360
44,000 or more	420

**CHARGES:**

When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$25.00.

**501 - DETENTION - VEHICLES WITHOUT POWER UNITS**

Detention - vehicles without power units - spotting or dropping trailers: This item applies when EXPEDITED's vehicles without power units are delayed or detained (through no fault of EXPEDITED) on premises designated by the Customer, subject to the following provisions:

**GENERAL PROVISIONS:**

1. The performance of loading or unloading will be the responsibility of the Customer. When EXPEDITED's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the bill of lading must show "Shipper Load and Count."

- 2. EXPEDITED's responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by EXPEDITED.
- 3. EXPEDITED's responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at the site designated by consignee.

Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. Free time commences when the trailer is placed at the site designated by the Customer.

Customer shall notify EXPEDITED 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 EXPEDITED receives notification. After the expiration of free time, charges for detaining a trailer will be assessed as follows:

**CHARGE:**

For each unit detained.....\$100.00/24 hour period

**517 - DIVERSION - MOTOR TO AIR TRANSPORTATION**

When EXPEDITED receives instructions to divert a shipment at one point from motor to air transportation, the following provisions apply:

- 1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point and the air transportation charges from the diversion point to the destination point.
- 2. A charge of \$100.00 per hour or fraction thereof, per man, will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion, subject to a minimum charge of \$100.00 per shipment per trailer.
- 3. A charge of \$10.00 per 100 pounds, subject to a minimum charge of \$65.00 per shipment per trailer, will be made for delivery service to the air transportation terminal.

**520 - EQUIPMENT**

EXPEDITED reserves to the right to refuse any shipment based upon its condition, packaging, likelihood to damage or delay other freight, its difficulty in loading or stowage or its likelihood to suffer damage or loss.

**525 - EXCLUSIVE USE AND CONTROL OF VEHICLE OR DOUBLES TRAILER**

**(Exception to NMF 100, Item 595)**

Provisions of this item will *not* apply in connection with shipments subject to class rate tariffs listed in Item 130 herein.

EXPEDITED has control of all of its vehicles and doubles trailers and has the right to operate them in the manner most advantageous for accomplishing the goals of fast, efficient and safe transportation of freight. However, when exclusive use of a vehicle or doubles trailer is provided by EXPEDITED at the request of the Customer, the following provisions will apply:

- a. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
- b. The request must be given in writing or placed on the bill of lading and shipping order.
- c. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- d. The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.

- e. In the event a lock or seal has been removed from a vehicle or doubles trailer, EXPEDITED will immediately relock or reseal the vehicle or doubles 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.
  - f. The charge will be for the actual weight of the shipment at the rate applicable or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for each vehicle or doubles trailer used, computed on a weight of: 20,000 pounds at the Class 100 scale 20M rate for a vehicle, but not less than the capacity load minimum charge provided in Item
2. 390, Paragraph 1 of this tariff, or
    - a. 16,000 pounds at the Class 100 scale 20M rate for a doubles trailer.
    - b. Charges are to be paid or guaranteed by the party requesting the services, and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph not applicable on shipments moving on government bills of lading.)
    - c. When the request for exclusive use of vehicle or doubles trailer is made by the Customer after shipment has been receipted for and is in possession of the carrier, EXPEDITED will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles
  3. trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee the charges. Such written verification will be preserved by EXPEDITED and considered as part of the Bill of Lading Contract. Charges will be assessed as provided in Paragraph 6 between the point of initial origin and point of destination.

The provisions of this item will not apply in connection with Item 756 (Pickups and/or Deliveries-Additional) or Item 900 (Stopoffs).

### **525-1 - EXCLUSIVE USE AND CONTROL OF VEHICLE OR DOUBLES TRAILER (Exception to NMF 100, Item 595)**

Provisions of this item will *only* apply in connection with shipments subject to class rate tariffs listed in Item 130 herein.

EXPEDITED has control of all of its vehicles and doubles trailers and has the unrestricted right to operate them in the manner most advantageous for accomplishing the goals of fast, efficient and safe transportation of freight. However, when exclusive use of a vehicle or doubles trailer is provided by EXPEDITED at the request of the Customer, the following provisions will apply:

1. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
2. The request must be given in writing or placed on the bill of lading and shipping order.
3. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a vehicle or doubles trailer, EXPEDITED will immediately relock or reseal the vehicle or doubles 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.
6. The charge will be for the actual weight of the shipment at the rate applicable or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for each vehicle or doubles trailer used, computed on a weight of:
  - a. For a doubles trailer: 150% of the capacity load minimum charge for a doubles trailer as outlined in Item 390-1 herein.
  - b. For a vehicle: 300% of the capacity load minimum charge for a doubles trailer as outlined in Item 390-1 herein.

The provisions of paragraph 5 of Item 151 herein do not prevent application of any otherwise applicable discount in the calculation of the capacity load minimum charge as outlined in Item 390-1 herein.

7. Charges are to be paid or guaranteed by the party requesting the services, and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph not applicable on shipments moving on government bills of lading.)
8. When the request for exclusive use of vehicle or doubles trailer is made by the Customer after shipment has been receipted for and is in possession of the carrier, EXPEDITED will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by EXPEDITED and considered as part of the Bill of Lading Contract. Charges will be assessed as provided in Paragraph 6 between the point of initial origin and point of destination.

The provisions of this item will not apply in connection with Item 756 (Pickups and/or Deliveries-Additional) or Item 900 (Stopoffs).

**555 - PROPERLY IDENTIFIED SHIPMENTS**

Shipments of articles which by D.O.T. regulations have co-loading restrictions (i.e., food, cosmetics, etc.), when tendered to EXPEDITED, must be properly and clearly identified by the shipper on the bill of lading at time of shipment that the shipment contains such articles. If the shipper fails to so identify the shipment, EXPEDITED will not be liable for any loss or damage.

**560 - EXTRA LABOR - LOADING OR UNLOADING**

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

<b>Days-Hours</b>	<b>Per man per hour or fraction thereof</b>	<b>Minimum charge per man</b>
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	\$ 100.00	\$100.00
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	100.00	100.00
Saturdays (Except Legal Holidays)	100.00	225.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. The charge will be in addition to all other charges and will be assessed against the Customer requesting the assistance. Extra labor will not be furnished unless requested by the Customer.

The provisions of this item do not *obligate* EXPEDITED to furnish extra labor. The provisions of this item do not apply on Sundays or holidays. On such days, apply the charges provided in Item 754.

**564 - ROUNDING OF FRACTIONS**

In the event that calculations are required which produce fractions, the number shall be rounded to the nearest whole cent. If less than .5, reduce to the next lower cent. If .5 or more, increase to the next higher cent.

For rating purposes, shipment weights shown in fractions of a pound will be rounded to the nearest whole pound. If less than .5, reduce to the next lower pound. If .5 or more, increase to the next higher pound.

**565 - FREIGHT, ALL KINDS (FAK) AND EXCEPTION RATINGS - APPLICATION**

When tariffs governed by this tariff provide for the application of the same class, rating or rate(s) on commodities generally or commodity groupings, by use of such descriptions as “Freight, All Kinds,” “FAK,” “Tiered FAK,” “Commodities Various,” “All Commodities” or words of similar meaning (hereinafter referred to in this item as “FAK”), the conditions outlined below shall apply:

1. When one or more released or actual value provisions are published in NMF 100 Series or EXPEDITED 100 Series to apply for any specific commodity tendered for transportation, the lowest released value or the lowest actual value provided therein will apply in all cases.
2. FAK provisions take precedence over other published provisions for the Customer or third party payor, subject to Item 765 of this tariff.
3. When specific reference is made to this paragraph, FAK provisions shall be restricted to apply only in connection with single shipments effectively occupying (see Item 110, Paragraph 14) not more than 1500 cubic feet of a vehicle or doubles trailer.
4. The shipper is required to correctly identify on the bill of lading at the time of shipment the specific commodity(s) tendered for transportation, including those subject to FAK provisions.

In connection with shipments where the shipper fails to correctly identify the specific commodity(s);

- a. The FAK provisions become null and void and otherwise applicable provisions shall apply. Further, EXPEDITED is not obligated to rate or transport the shipment until the shipper issues a corrected bill of lading correctly identifying the commodity(s).
  - b. In the event the shipment is inadvertently rated and transported without the commodity(s) being correctly identified, the carrier is relieved of any liability for damage to or destruction of commodity(s) resulting from the loading of the product(s) or commodity(s) on the same trailer with other freight that is either incompatible with or prohibited by applicable federal, state or local laws and regulations from being co-loaded on the same trailer with the commodity(s) moving under FAK provisions.
5. FAK does not encompass those commodities in the NMF 100 Series with a “not taken” or “0” provision or rating.

**566 - HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE**

When requested by the Customer, and EXPEDITED's operating conditions permit, EXPEDITED may move shipments from or to positions beyond the immediately adjacent loading or unloading positions available to carrier's vehicle. The charge for such services will be \$6.00 per hundred pounds with a minimum charge of \$70.00.

The provisions of this item include service at Shopping Malls when the actual pickup or delivery site within the mall complex is not immediately adjacent to the loading or unloading positions available to carrier's vehicle.

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

**568 - INDEMNIFICATION**

For the conditions of this item only, the term “Customer” shall include third party payor, in addition to the consignor (shipper) and consignee.

EXPEDITED will indemnify and hold Customer harmless from and against all direct and valid losses, damages,  
Effective 05/21/2019

liabilities, fines, actions and claims for injury to persons and damage to property (including other shipper's cargo), excluding Customer's cargo, to the extent caused by the negligent acts or omissions of EXPEDITED, its agents or employees in connection with its performance of each instance of transportation, including all direct losses or damages to any property or injury to persons from EXPEDITED's failure to comply with any applicable laws and regulations concerning the transportation of hazardous materials. Customer will indemnify and hold EXPEDITED harmless from and against all direct and valid losses, damages, liabilities, fines, actions and claims for injury to persons and damage to property (including other shipper's cargo) to the extent caused by the negligent acts or omissions of Customer, its agents or employees in connection with its performance of each instance of transportation, including all direct losses or damages to any property or injury to persons from Customer's failure to comply with any applicable laws and regulations concerning the transportation of hazardous materials.

## **570 - IMPRACTICABLE OPERATIONS**

Pickup or delivery services will not be performed by EXPEDITED at any site for 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. Strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, the existence of violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any acts beyond the control of EXPEDITED.

## **577 - LIQUOR SHIPMENTS**

Shipments of any spirituous, vinous, malted or other fermented liquor, or any compound containing spirituous, vinous, malted or other fermented liquor, fit for use as beverage purposes, will not be accepted for transportation, unless the packages in such shipments are accompanied by a copy of the bill of lading or other document showing the name of the consignee, the nature of its contents and the quantity contained therein (see Title 18, U.S.C., Section 1263, as amended September 26, 1968). EXPEDITED will not knowingly deliver or cause to be delivered such shipments to any person other than the person to whom it has been consigned unless upon written order in each instance of the bona fide consignee; or to any fictitious person or to any person under a fictitious name (see Title 18, U.S.C., Section 1264, as revised June 25, 1948).

## **578 - LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE**

Rates subject to provisions that require the Customer to load or unload the shipment are subject to the following additional provisions:

1. At time of shipment, a notation must be made on the bill of lading and the shipping order by the consignor, that consignor is to load and/or consignee is to unload the shipment. This requirement will not apply when entire shipment consists of freight in a single container, or freight tendered on pallets or platforms weighing at least 500 pounds or more (loading required by consignor and unloading required by consignee per NMF 100, Item 568).
2. The complete loading and/or unloading of the freight, including the count thereof, must be performed by the Customer at their expense, without requiring any assistance from EXPEDITED. EXPEDITED's employee and power unit are to be released while loading and/or unloading is performed.
3. The complete loading service includes the loading of the freight on EXPEDITED's vehicle and the stowing and arranging thereof. Any temporary stowing components required to protect and make shipments secure for transportation must be furnished by the consignor. The complete unloading service means that the consignee must remove the freight from the position in which it has been transported.
4. On mixed shipments, when any portion of the freight is required to be loaded (or unloaded) by the Customer as a condition precedent to the application of the rate, the entire shipment must be loaded (or

unloaded) by the Customer.

5. In the event the shipment is stopped off for partial loading (or partial unloading), the party or parties tendering or receiving any portion of the shipment will be subject to the same loading (or unloading) requirements.
6. If the Customer refuses to perform the loading (or unloading), the rate will not apply and rates otherwise published will be assessed. Notwithstanding the above, if requested, EXPEDITED will perform loading and/or unloading services subject to the charges below. The payor of the linehaul freight charges shall be liable for the charges for these services. When, under these conditions, EXPEDITED performs loading and/or unloading service(s), applicable rates shall be determined as though the Customer had performed such service(s).

<b>Equipment Rate</b> (Note 1)	<b>Linear Foot Rate</b> (Note 2)		<b>Charge for Loading</b>	<b>Charge for Unloading</b>
Not to Exceed:	Greater Than:	Not More Than:		
.50 Pup	0 Feet	14 Feet	\$ 70.49	\$ 70.49
.75 Pup	14 Feet	21 Feet	99.86	99.86
1.00 Pup	21 Feet	28 Feet	129.22	129.22
1.25 Pups			164.47	164.47
1 Van			246.70	246.70

Charges for loading/unloading equipment rates greater than 1.25 pups will be the combined charges of the equipment types, as defined in Item 597-1 herein, needed to achieve the equipment rate. (The charge for two pups shall be two times the charge for loading/unloading a pup, the charge for 1.50 pups will be the charge for loading/unloading a pup plus the charge for loading/unloading 0.50 pups, etc.)

Note 1: Applies only in connection with shipments moving on equipment rates.

Note 2: Applies only in connection with shipments moving on linear foot rates.

7. Any expense incurred by EXPEDITED for loading or unloading service, other than spotting equipment, will be assessed against the payor of the freight charges.

**580 - MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS**

The provisions of NMF 100, Item 580, will apply; however, at the request of the Customer, EXPEDITED shall change or alter the markings or tags on any package or pieces of freight subject to a charge of \$0.50 per package or piece of freight, but no less than \$40.00 per shipment per trailer.

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

**596 - MAXIMUM WEIGHTS - TL OR VOL**

TL or VOL provisions subject to a maximum weight restriction will apply only to the extent total weight of the shipment does not exceed the maximum weight specified. That portion of a shipment in excess of a stated maximum weight shall be rated as a separate shipment.

**597 - MAXIMUM WEIGHTS - PUP OR DOUBLES TRAILER**

Rates or charges stated in units per pup or doubles trailer shall be subject to a maximum weight of 24,000 pounds unless further restricted by weight limitations of state or other regulatory bodies.

The charge for that weight in excess of 24,000 pounds on the same pup or doubles trailer, if any, will be computed at the ratio the applicable pup or doubles trailer charge bears to 24,000 pounds.

EXAMPLE: Shipment weighs 26,000 pounds and is loaded on one pup

- Pup rate is \$1,087.00
- Excess weight is 2,000 (26,000 less 24,000)
- Excess rate is \$4.53 per cwt (1087/240 cwt = 453)
- The shipment would be rated:
  - First 24,000 @ pup rate \$1,087.00
  - Excess 2,000 @ 453 cwt 90.60
  - Total 26,000 for \$1,177.60

**597-1 - EQUIPMENT RATES - MAXIMUM SHIPMENT SIZE ITEM**

**(Applicable only where specific reference is made hereto)**

Rates or charges stated in units per type of equipment as defined below shall apply only in connection with shipments not exceeding *any* of the forms of measurement (Weight, Linear Feet) shown.

<b>Equipment</b>	<b>Weight (Pounds)</b>	<b>Linear Ft.</b>
.50 PUP	12,000	14
.75 PUP	18,000	21
1.00 PUP	24,000	28
1.25 PUPS	30,000	35
1.50 PUPS	36,000	42
1.75 PUPS	42,000	49
2.00 PUPS	48,000	56

**610 - MINIMUM CHARGE - HOUSEHOLD GOODS OR PERSONAL EFFECTS**

The minimum charge for an LTL shipment of household goods or personal effects, as described in NMFC Item 100240 through 100292, will be 500 pounds at the otherwise applicable Specific Account pricing, but not less than the otherwise applicable minimum charge published from initial origin to final destination. However, this item will not apply on shipments of military household goods or personal effects when moving on a government bill of lading or on a commercial bill of lading which clearly indicates the underlying government bill of lading number.

**611-1 - CUBIC CAPACITY MINIMUM CHARGE AND MINIMUM CLASS**

When Items 390, 390-1 OR 390-2 may apply to a single shipment, the provisions producing the highest charge shall apply.

**MINIMUM CHARGE:**

Subject to the following conditions and general provisions any shipment which occupies 750 or more cubic feet and has an average density of less than 6 pounds per cubic foot will be subject to the following minimum charge:

Using the base tariff of a Customer’s pricing agreement and the discount provided therein, the weight of the shipment is recalculated at 6 pounds per cubic foot and rated on the basis of class 150, regardless of any FAK provisions to the contrary in any pricing agreement.

The cubic capacity of a shipment will be determined by totaling the cubic feet of each handling unit in a shipment. Handling units that have pyramided, rounded, or other irregular tops, or have been labeled by the shipper that no other freight is to be loaded on top shall be considered 96 inches in height for purposes of calculating cubic feet and density.

**MINIMUM CLASSIFICATION:**

Any shipment or portion thereof properly identified, either by the shipper or by the carrier, to be NMF class 125 or lower, having a density of less than 6 pounds per cubic foot and occupying 400 or more cubic feet shall be rated on the basis of class 150. Shipments that have pyramided, rounded or other irregular tops, or have been labeled by the shipper that no other freight is to be loaded on top shall be considered 96 inches in height for the purposes of calculating cubic feet and density for the purposes of this item. In the event that a shipment or portion thereof is rated on the basis of class 150 under the application of this section, such class 150 is not subject to any Exception or FAK provision contained within any pricing agreement.

**The provisions of this item are not applicable in connection with:**

1. Shipments subject to “EXCLUSIVE USE OF VEHICLE” provisions herein.
2. Any portion of shipment subject to “Capacity Load” provisions herein. However, this item will apply for that segment of the shipment of the shipment that is considered overflow and rated as a separate shipment.
3. Any portion of shipments subject to rates stated in units per mile or per piece of linehaul equipment. However, this item will apply for that segment of the shipment that is considered overflow and rated as a separate shipment.

The minimum charge for a shipment containing Class A or B explosives as described in American Trucking Associations, Inc., Agent, Hazardous Materials Tariff STB ATA 111, will be the charge for 7,500 pounds at the applicable class scale L5C rate, applying to the highest rated Class A or other than Class A explosive in the shipment.

**615 - MINIMUM CHARGE - ABSOLUTE**

The linehaul charge for any shipment shall be the applicable charge(s) determined by use of such provisions subject to a minimum charge per shipment per trailer equal to the greater of:

1. The charge produced by the applicable linehaul rate after adjustments for discounts and any other adjustment(s),
2. The applicable linehaul minimum charge after adjustments for discounts and any other adjustment(s), or
3. The stated specific account absolute minimum charge. If no specific account or lane specific absolute minimum charge exists, apply the following:
  - a. \$85.00 for shipments to Daily Service Points, or
  - b. \$125.00 for shipments to Plus-One Service Points.

No adjustments for discounts or any other adjustment(s) except for allowances will be applicable in connection with the absolute minimum charge.

4. Minimum charges are exclusive of the following charges:
  - a. arbitraries,
  - b. pickup and/or delivery,
  - c. special service charge(s), and
  - d. any other charge(s) stated separate from the line-haul transportation charge(s).

**640 - MIXED SHIPMENTS - LTL (Exception to NMF 100, Item 640)**

When a number of differently described articles are shipped as a mixed shipment, the charges on the shipment will be determined as follows:

1. Each article packaged separately and listed separately (on the bill of lading) by weight will be rated using its actual weight and applicable rate. Except, the total shipment weight will be used to satisfy any minimum weights. Any deficit weight will be rated at the lowest rate applicable to any article in the shipment.
2. When two or more different articles are in the same package, the applicable rate for the package will be the highest applicable for any article therein. All articles need not be specified if the highest rated article is shown with the following notation on the bill of lading: “and other articles rated same or lower” (RS or L).
3. When two or more different commodities, however packaged, are in the same shipment with only the total weight being shown, the applicable rate for the shipment will be per the class, rate or charge that is the highest for any article therein.
4. When packages are shipped in, or unitized on pallets, platforms or skids provided the packages are properly described to allow for proper rating, the weight of the pallet, platform or skid will be charged at the lowest rate applied to any article in the shipment, if the weight of such device is separately shown on the bill of lading.

## **642 - MIXED SHIPMENTS - MAXIMUM PERCENTAGE OF MIXTURE (Exception to Sections 1, 2, and 3 of NMF 100, Item 640)**

When rates are published in tariffs making reference to this tariff which provide for a maximum percentage as to the amount of a commodity or commodities that may be included in the mixed shipment, and a greater amount than the allowable percentage of such commodities is included in the shipment, the rates will apply on such restricted commodities, up to and including the allowable percentage. The excess is to be rated as a separate shipment (see Note 1).

When there is more than one commodity subject to a single maximum percentage restriction, the allowable percentage will consist of the lowest rated commodity or commodities necessary to make up such percentage.

When percentage limitations are separately provided on different commodities, rates will apply on each commodity up to and including the allowable percentage. Any excess weight of each commodity will be charged for as a separate shipment (see Note 1). When on Volume shipments, the weight in excess of the allowable percentage may not be used to make up the Volume minimum weight. Any deficit in the minimum weight will be charged for at the mixed Volume rate.

The provisions of this item will not apply on mixed shipments of “Solutions or distilled water” per NMF 100, Item 59380, and “Administration sets,” Item 59384. When there are mixed shipments of the articles contained herein, the articles will be rated per Section 8 of NMF 100, Item 640.

Note 1: The rate to apply to the separate shipment will be based on the weight of the separate shipment at the applicable rate(s) for the commodity or commodities contained therein. The separate shipment is subject to a minimum charge if applicable.

## **645 – MIXED SHIPMENTS – TL OR VOLUME**

When a number of differently described articles are shipped as a mixed shipment, the charges on the shipment will be determined as follows:

1. The rate to apply on each article will be the rate which would apply on that article if such article were tendered as a straight shipment, weighing the same as the aggregate weight of the mixed shipment.
2. The minimum weight for the entire shipment will be the highest minimum weight applicable in connection with any article in the shipment. Any deficit weight will be charged for at the same rate as that applying to the lowest rated article in the shipment.

- 3. When the total charge on the shipment is lower by considering the articles as if they were divided into two or more separate TL or volume shipments, the shipment will be rated accordingly.
- 4. When the total charge on the shipment is lower by applying the TL or volume rate and minimum weight, or actual weight, if greater, for one or more articles and the LTL rate and actual weight for the remainder, such charges will apply, subject to the following:

The LTL rates to be assessed are those which would apply if the LTL portions were considered as a separate shipment.

- 5. The weight of the portion assessed LTL rates may not be applied toward the TL or volume minimum weight.

Apply the straight TL or volume packing requirements.

Where different TL or volume rates and minimum weights are provided on the same articles included in a mixed TL or mixed volume shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article will be used to determine the charges for the entire shipment.

Note 1: The provisions of this item do not apply on the following articles:

- a. Explosives, consisting of ammunition, explosive or incendiary, or gas or smoke or tear producing; Explosives, NOI; propellants, explosive; or fireworks: Class A or B (Item 64300 of NMF 100).
- b. Mixed shipments of articles where the weight of the shipment does not meet, or is not charged for, the minimum weight requirements set forth in Paragraph 2 of this item.

**670 - OVER-DIMENSION FREIGHT**

Shipments containing one or more articles with a dimension of 8 feet or greater in length will be subject to the following charges in addition to all other applicable charges.

<u>DIMENSIONAL LENGTH:</u>	<u>CHARGES:</u>
8 feet but less than 12 feet	\$85.00
12 feet or greater	\$150.00

The charge in this item will not apply on shipments that are subject to:

- 1. An Exclusive Use or Capacity Load minimum charge
- 2. Rates stated in units per type of equipment when the application of such rates requires the shipper to load and the consignee to unload.

**680 - PACKING MATERIAL, DEBRIS, TRASH; REMOVAL AND/OR DISPOSAL OF**

When requested by the Customer, EXPEDITED at its sole discretion will make a diligent effort to remove and/or dispose of packing material, debris or trash associated with specific shipment(s) being delivered. In no case shall EXPEDITED be under obligation to perform such service.

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

A charge of \$20.00 for each 15 minutes or fraction thereof with a minimum charge of \$40.00 required to perform this service will be assessed against the party requesting the service.

In addition, any expenses incurred by EXPEDITED 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 EXPEDITED.

The charges provided in this item will be in addition to all other lawful charges, and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

## **720 - PAYMENT OF CHARGES**

Unless otherwise specifically provided, all rates, charges, or other amounts are stated as U.S. currency and all rates, charges, or other amounts are payable in lawful money of the U.S.

### **720-1 - RETURNED CHECKS, CHARGE FOR**

Checks received in payment of freight charges which are returned to EXPEDITED by the bank because of insufficient funds or any other reason not the fault of EXPEDITED will be subject to a charge of \$28.01 plus any service fee assessed by the EXPEDITED bank. This charge will be in addition to all other applicable charges.

### **740 - PERMITS, SPECIAL**

Published rates or charges do not include tolls, or fees or charges levied by any city, state or federal government agency for special permits or services. All such charges shall be in addition to other charges provided in this tariff and shall be collected from the shipper or party requesting movement of the shipment, plus a service charge of \$114.23 per vehicle per permit for the securing of the special permits.

Carrier will advance all expenses to move these shipments and will furnish, upon request, evidence of payment to shipper or party requesting movement.

### **750 - PICKUP OR DELIVERY SERVICE**

Rates in publications 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 EXPEDITED during business hours (see Item 754 for Pickup or Delivery Service - Non-Business Hours) subject to the provisions indicated below:

#### **1. PLACEMENT OF VEHICLE FOR LOADING:**

At the request of the consignor, EXPEDITED will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

#### **2. PLACEMENT OF VEHICLE FOR UNLOADING:**

The delivery of a shipment by EXPEDITED to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

#### **3. LOADING BY EXPEDITED:**

Freight tendered for loading shall be placed by the consignor as to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for EXPEDITED 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 566 for Handling Freight at Positions Not Immediately Adjacent to Vehicle.) EXPEDITED will furnish only one person per vehicle for loading, be they the driver, helper, or any other EXPEDITED employee or its designated agent except as provided in Item 560 (Extra Labor - Loading).

#### **4. UNLOADING BY EXPEDITED:**

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 EXPEDITED's vehicle. (See Item 566 for handling freight at positions not immediately adjacent to vehicle).

EXPEDITED will furnish only one person per vehicle for unloading, be they the driver, helper or any other EXPEDITED employee or its designated agent except as provided in Item 560 (Extra Labor - Unloading).

**5. RESTRICTIONS ON LOADING OR UNLOADING BY EXPEDITED** (Subject to Note 2):

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight or other special handling EXCEPT as provided in Paragraphs A and B below:

- a. A charge of \$0.70 per package or a minimum of \$100.00 per shipment per trailer, whichever is greater, will be assessed for special handling or sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics EXCEPT as provided in Paragraph B. Such charges will be assessed against the party requesting or requiring this service, and are in addition to applicable detention charges. If the party requesting or requiring the service is unable or unwilling to pay for this service, the charges will be assessed against the payor of the freight charges.
- b. No sorting or segregating charge will be made when:
  - (1) The only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by EXPEDITED's employee.
  - (2) The shipment is tendered to EXPEDITED on pallets and delivery is required in the same palletized manner in which the freight was tendered to EXPEDITED.

Loading or unloading service does not include furnishing by EXPEDITED of rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except EXPEDITED's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

**6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE:**

The consignor or consignee may elect to waive the loading or unloading of freight by EXPEDITED as provided in this item by performing at his own expense the loading or unloading of the shipment on or from EXPEDITED's vehicle.

**7. WAIVER OF DELIVERY RECEIPT:**

When consignor or owner has made written arrangements with EXPEDITED, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by EXPEDITED and left unattended at the place designated.

**8. MORE THAN ONE LOADING OR UNLOADING SITE:**

Upon request of the consignor or consignee, pickup or delivery service as defined in this item may be performed at more than one loading or unloading site within the continuous plant property or premises of the consignor or consignee requesting this service, provided the loading or unloading sites are not intersected by more than one public thoroughfare. A vehicle transfer charge of \$38.18 per shipment per trailer will be assessed for each transfer of the vehicle from one loading or unloading site to another.

**9. HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING (Exception to NMF 100 Series, Item 568):** (See Note 3)

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

- a. Weighs 500 pounds or less, EXPEDITED will perform the loading and/or unloading where a dock, platform, or ramp is directly accessible to EXPEDITED's vehicle, except as provided in Paragraph C. Regardless of weight, if there is no dock, platform or ramp provided, the Customer will be responsible for the loading or unloading. On request, the EXPEDITED driver will assist.
- b. Weighs 500 pounds or more, the Customer will perform the loading or unloading. On request, the EXPEDITED driver will assist.
- c. Regardless of weight, the Customer will be responsible for the loading or unloading when:
  - (1) Freight exceeds 22 feet in any dimension
  - (2) Freight exceeds 10 feet in its greatest dimension and exceeds 1 foot in any other dimension.
  - (3) Freight exceeds 8 feet in its greatest dimension, with any other dimension exceeding 2 feet.
  - (4) Freight exceeds 4 feet in any two dimensions.

Note 1: Freight shall be deemed to be immediately adjacent to a space suitable for EXPEDITED to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. If a parking space suitable for EXPEDITED 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 EXPEDITED 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 its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

Note 2: The provisions of this paragraph will not allow for the opening of packages or unitized shipments, including shrink-wrapped or banded freight on pallets or skids.

Note 3: Loading by definition in Paragraph 9 of this item includes stowing and counting of the freight in or on EXPEDITED's vehicle(s). Unloading by definition in Paragraph 9 of this item includes the counting and removing of the freight from the position in which it is transported in or on EXPEDITED's vehicle.

## **751 - PICKUP OR DELIVERY AT PRIVATE RESIDENCES**

Provisions of this item will apply to residential locations, including the entire premise on which a dwelling is located, including but not limited to, private residences, apartments and dormitories, rectories and parsonages.

Shipments picked up at, consigned to or delivered to such locations will be assessed a charge per service of \$5.00 per cwt, but not less than \$70.00, nor more than \$250.00 per shipment per trailer, in addition to all other charges applicable to the shipment.

This charge will be applied to the freight bill and collected from the party paying the freight charges. Charges will not apply on shipments when the charge in Item 440 (Limited access pickup or delivery) is assessed.

The charge provided in this item will include initial notification in the case of delivery to arrange for an agreed delivery time. Any additional notifications will be charged at normally published notification charges and assessed to the party requiring the additional notice.

## **752 - DELIVERY OF HOUSEHOLD GOODS/PERSONAL EFFECTS**

For the movement of household goods or personal effects, the carrier will attempt to honor requests to delay delivery shipments when requested to do so by the consignor or owner of the goods. However, the carrier will bear no liability for its failure to delay delivery. In addition, at carrier's sole option, carrier may deliver the goods upon adequate representation that carrier's freight charges have been or will be paid in full.

## **753 - PICKUP OR DELIVERY AT TRADE SHOW LOCATIONS**

EXPEDITED will perform pickup or delivery service at an exhibition hall, convention center, or any other location where a tradeshow is held. The charge per service will be \$15.00 in addition to all other charges applicable to the shipment. This charge will be applied to the freight bill and collected from the party paying the freight charges.

## **754 - PICKUP OR DELIVERY SERVICE - NON-BUSINESS HOURS**

1. EXPEDITED does not obligate itself to provide pickup or delivery service during non-business hours. However, when a Customer requests EXPEDITED to pick up or deliver freight during non-business hours, the following will apply:

- a. When EXPEDITED performs pickup or delivery on a Sunday or holiday at the request of the customer, the charges will be: Minimum charge of \$561.00 per shipment per trailer.

When service exceeds 8 hours, the charge will be at the rate of \$108.50 per hour.

- b. When EXPEDITED performs pickup or delivery during non-business hours other than Sunday or holiday, as required by the customer, the charges will be:

- Minimum charge of \$100.00 per shipment per trailer.
- \$50.00 for each half-hour or fraction thereof required to perform the service.

2. Customer may request EXPEDITED to place or pick up an empty trailer(s) on a Sunday or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Sunday or holiday. The charge for this service will be \$561.00 per man per day, or fraction thereof.
3. Charges will be assessed against the party requesting the service. If the party requesting or requiring the service is unable or unwilling to pay for this service, the charges will be assessed against the payor of the freight charges.

## **755 - PICKUP OR DELIVERY AT DISTRIBUTION CENTERS**

Shipments originating at or destined to distribution centers (subject to carrier's determination) will be assessed a charge of \$1.00 per cwt, but not less than \$20.00, nor more than \$200.00 per shipment per trailer, in addition to all other charges applicable to the shipment. This charge will be applied to the freight bill and collected from the party paying the freight charges.

## **758 - GROUND PICKUP OR DELIVERY SERVICE**

When EXPEDITED is required or requested to employ mechanical loading or unloading devices to accomplish pickup or delivery of freight, an additional charge of \$4.00 per 100 pounds of actual weight will be assessed, but not less than \$70.00 nor more than \$225.00 per shipment per trailer.

The charges for this service shall be paid by the party for whom the service is performed. On single line shipments, the charges may be guaranteed by the shipper.

When liftgate equipment is not available and Carrier's personnel utilizes alternate means to move the freight from the vehicle to the ground level, the liftgate charges named herein will apply. Services will only be rendered at locations that are safe and accessible to the vehicle

Carrier does not offer liftgate service on handling units exceeding 7 feet in any dimension or weighing more than 2000 lbs. Any shipment tendered to the carrier requiring a liftgate for delivery with an item that does exceed 7 feet in any dimension or which weighs more than 2000 lbs will be returned to the shipper at the Paying Party's expense.

At locations where EXPEDITED does not maintain suitable equipment and elects to outsource lifting or lowering devices to accomplish pickup or delivery, additional equipment charges incurred by EXPEDITED will be collected from the party requesting this service. EXPEDITED is not obligated to perform this service where suitable equipment or operators are unavailable, nor at locations inaccessible to our vehicles, or where the safety of our vehicles or personnel is jeopardized.

## **765 - PRECEDENCE PRICING**

Where different types of pricing could apply to the same shipment, the following order of precedence will apply:

1. TimeKeeper (TK) (supersedes all other pricing)
2. Volume Price Quote (VPQ) (supersedes all other pricing except TK)
3. Paying party. When pricing is applicable for more than one party on a freight bill (e.g., Shipper, Consignee or Third Party), the pricing applicable for the payor of the freight charges will apply.
  - a. When the Third Party (TP or TPB) is Payor.
    - (1) Use the TP's applicable pricing when true third party conditions as provided in Item 429 of this tariff, or the following, exist.
      - (a) For prepaid shipments, if the TP and shipper are separate majority owned subsidiaries of the same parent company or the TP is a subsidiary of the shipper.
      - (b) For collect shipments, if the TP and consignee are separate majority owned subsidiaries of the same parent company or the TP is a subsidiary of the consignee.
    - (2) When there is no applicable pricing package for the TP payor, use the following:
      - (a) Prepaid shipments. Use the shipper's applicable pricing.
      - (b) Collect shipments. Use the consignee's applicable pricing. If none, use the shipper's applicable pricing.
    - (3) When the following conditions exist, TP pricing will only apply as provided in Paragraph 3(B) (prepaid) or 3(C) (collect), below:
      - (a) The TP and the shipper or consignee are the same company and are assigned the same account code number.
      - (b) The TP is the majority owner of the shipper or consignee.
  - b. When the Shipper is payor. Use shipper's applicable pricing. If none, and there is a shipper or majority owner of shipper "Send Freight Bill To Party" (SFB) location shown on the bill, use the SFB's applicable third party pricing.
  - c. When the Consignee is payor. Use the consignee's applicable pricing. If none,
    - (1) And there is a consignee or majority owner of consignee SFB location shown on the bill, use the SFB's applicable third party pricing.

- (2) Use the shipper's applicable pricing, except as provided in "(1)" above.
- d. When, in the applicable pricing package, there is more than one price that covers the shipment, the following order of precedence shall apply:
  - (1) Contract (supersedes tariff pricing).
    - (a) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.
    - (b) Apply lower of payor's LTL or TL pricing.
  - (2) EXPEDITED Individual Tariffs filed in the EXPEDITED General Office or with the Surface Transportation Board (is superseded by contract pricing).
    - (a) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.
    - (b) Apply lower of payor's LTL or TL pricing.
- e. When the payor's pricing includes exceptions or non-application provisions, such exceptions or non-application provisions may not cause alternation to a non-payor's pricing. Instead, the payor's pricing, notwithstanding its inapplicability to a given shipment because of such exceptions, will serve as the payor's pricing package and prohibit use of non-payor pricing (the provisions of this sub paragraph will apply but are not limited as shown in the following examples):

Examples:

Pricing published to apply for a non-payor will not apply as an alternate to the application of the payor's pricing, when:

- (1) Payor pricing is restricted by geographic area, but non-payor's pricing is not similarly restricted.
  - (2) Payor pricing has no discount on minimum charge, selected rate scales (minimum weights) or joint line restrictions, but the non-payor's pricing is not similarly restricted.
  - (3) Payor pricing is made not applicable under Item 151 of the tariff, but the non-payor's pricing is exempt from one or more of the provisions of Item 151.
4. When an account performs services for which an allowance as defined in Item 315 herein may apply, such allowance will not be subject to the provisions of Paragraph 3, above, and will be in addition to otherwise applicable pricing. Allowances will not apply to shipments that are rated under TimeKeeper or Volume Quotes referred to in Paragraphs 1 and 2 above.

### **765-3 - REFUND AND INCENTIVE REFUND DISCOUNTS-- APPLICATION OF**

Refund, Incentive Refund or other Off-Bill Discounts:

1. must comply with the provisions of the ICC Termination Act of 1995, Section 13708, Billing and Collecting Practices
2. will, except for single-line shipments moving outbound prepaid or inbound collect, not be considered in the alternation of pricing process; instead, apply otherwise applicable pricing
3. will, except for "Incentive Refund" discounts, not be applicable to shipments discounted by use of a "deduct" or "on-bill" discount
4. will not be applicable on special service charges
5. will apply only when EXPEDITED receives all applicable freight charges within 30 days of:

- a. billing date for shipments moving freight charges prepaid
- b. delivery date for shipments moving freight charges collect
6. will apply only to the EXPEDITED portion of revenue on joint-line traffic
7. will not apply on shipments moving on government bills of lading, shipments moving on commercial bills of lading that are to be converted to government bills of lading nor on shipments where freight charges are paid by the U.S. Government

## **766 - PRECEDENCE (PRIORITY) OF RULES**

Where a rule published in this tariff covers the same service as a rule published in the National Motor Freight Classification, NMF 100 Series, such rule published herein, to the extent of its application, will apply in lieu of the rule published in NMF 100 Series. Unless otherwise provided in the applicable Specific Account Pricing provisions, rules or charges contained within Specific Account Pricing provisions will apply in lieu of the same rules or charges published in this tariff.

## **770 - PREPAYMENT OR GUARANTEE OF CHARGES**

**Section 1.** A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so. Such shipment will not be accepted if the consignor executes Section 7 of the bill of lading.

**Section 2.** If, in the judgment of EXPEDITED, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

**Section 3.** If a shipment is required by Section 2 hereof or by any provision of the governing classification to be prepaid, it will be accepted on a collect basis if the consignor has established credit with EXPEDITED and the consignor guarantees to pay the charge if the consignee fails to do so. Such shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the bill of lading.

## **776 - PREPAYMENT ON SHIPMENTS TO EXHIBITIONS, FAIRS, ETC.**

Freight charges must be prepaid on all shipments consigned to or in care of trade shows, carnivals, fairs or exhibitions, unless instructions on the original bill of lading provide that payment is to be made by a third party, or require EXPEDITED to send the freight bill to a location other than the actual destination for payment.

## **780 - PROHIBITED OR RESTRICTED ARTICLES (Subject to Note 6)**

### **Section 1 - Property of Extraordinary Value.**

Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles.

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

**Section 2 - Freight Liabile to Damage Other Freight or Equipment.**

EXPEDITED is not obligated to receive freight liable to impregnate or otherwise damage other freight or EXPEDITED's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

Note 1: Monetary coins will not be accepted as premiums with other articles except as authorized in NMF 100, Item 310.

Note 2: United States Mail will be accepted when the consignor and consignee are United States Post Offices or their authorized agents.

Note 3: Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

Note 4: Except antique furniture subject to NMF 100 Items 100240 and 100260, or numismatic exhibits subject to NMF 100, Item 63830.

Note 5: Except pictures or paintings subject to NMF 100, Items 100240, 100260 and 149420. Note 6 - The provisions of this item will also apply on export or import shipments.

**780-1 - LIABILITY LIMITATIONS**

(Subject to Notes 1, 2 & 3)

**Cargo Loss & Damage Claims**

EXPEDITED will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading (EXPEDITED International Bill of Lading, the applicable Canadian Bill of Lading or Mexican law when applicable), except as shown herein.

EXPEDITED will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155. Any and all cargo claims must be filed against EXPEDITED within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. When claims are not filed within the prescribed time limits such claims shall be barred and not paid.

Any lawsuits for cargo claims shall be instituted against EXPEDITED no later than two years and one day from the day when written notice is given by EXPEDITED to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, EXPEDITED shall not be liable and such cargo claims will not be paid.

**Liability Limitations**

Except as otherwise specifically provided, in the event of loss of and/or damage to any shipment, EXPEDITED's liability will not exceed the lesser of:

1. the actual value of the article(s)
2. the lowest released value provided in herein or in NMF 100 Series (Note 3)
3. \$1.00 per pound per lost or damaged package
4. \$40,000 per shipment
5. any general statutory or regulatory domestic or international cargo liability limitations

**Optional Excess Liability Coverage is not available.****Liability--Other Than New Commodities**

All commodities other than new, when accepted and transported by EXPEDITED, will be subject to a maximum liability of \$0.10 per pound per lost or damaged package.

Failure of the shipper to declare that commodity is "other than new" shall not alter the application of this item.

**Volume Price Quote Liability**

EXPEDITED's liability for loss of and/or damages to Volume Price Quote shipments, as further defined in Items 597 and 597-1, will be governed by the terms of the Volume Price Quote, not to exceed the actual value of the cargo. In cases where EXPEDITED's liability is not established by the terms of the Volume Price Quote, EXPEDITED's liability will not exceed the lesser of:

1. \$1.00 per pound per lost or damaged package.
2. \$0.10 per pound per lost or damaged package for any items that are not new
3. The actual value of the cargo

**Discounted Rate Quote Liability**

EXPEDITED's liability for loss of and/or damages to a shipment moving under a Discounted Rate Quote will be governed by the terms of the Discounted Rate Quote, not to exceed the actual value of the cargo. In cases where EXPEDITED's liability is not established by the terms of the Discounted Rate Quote, EXPEDITED's liability will not exceed the lesser of:

1. \$1.00 per pound per lost or damaged package
2. \$0.10 per pound per lost or damaged package for any items that are not new
3. \$10,000 per shipment
4. The actual value of the cargo

Note 1: The term "package," as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, EXPEDITED's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" the applicable per pound per package liability as set forth herein and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Note 2: The provisions of this item will also apply on export or import shipments.

Note 3: Where the shipper fails to notate a released value on the original bill of lading and an article(s) is rated at the class provided for the lowest released value, as required by Item 420 of EXPEDITED 3000-G Series, EXPEDITED's liability may not exceed the value resulting from such released value, subject to all other liability limitations herein.

**Incidental or Consequential Damages**

EXPEDITED SHALL NOT BE LIABLE, AND HEREBY DISCLAIMS RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER COSTS, FEES, OR CHARGES OF ANY KIND ARISING FROM ANY CLAIMS FILED HEREUNDER, WHETHER DISCLOSED OR NOT.

**810 - PROTECTION AGAINST FREEZING**

Shipment protection against freezing will be provided during the months of November through March when EXPEDITED receives at least twenty-four (24) hours advance notice. However, EXPEDITED will provide protection against freezing on less than twenty-four (24) hours' notice when suitable equipment is available. A fee of \$2.00 per cwt., but not less than \$35.00 per shipment per trailer will apply.

The provisions of this item are applicable only when the consignor notates the bill of lading:

“Protection Against Freezing Required.”

**820 - RECONSIGNMENT, DIVERSION OR DYNAMIC REROUTING**

1. Definitions of Reconsignment, Diversion or Dynamic Rerouting:
  - a. A change in the place of delivery or destination point.
  - b. Relinquishment of shipment at point of origin.
2. Conditions:
  - a. Requests must be in writing. EXPEDITED must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. EXPEDITED will not accept disposition instructions printed on the bill of lading, shipping order, shipping label, or container as authority to reship, return, reconsign or reroute a shipment.
  - b. EXPEDITED will make a diligent effort to execute reconsignment/rerouting requests, but will not be responsible if the request is not effected.
  - c. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to EXPEDITED's satisfaction before reconsignment/rerouting will be executed.
  - d. Entire shipments or portions of shipments may be reconsigned/rerouted.
  - e. A request to reconsign/reroute a shipment moving under a uniform order bill of lading will not be considered valid unless and until the original bill of lading is surrendered for cancellation, endorsed, or exchanged.
  - f. Instructions to reconsign/reroute COD shipments will be accepted only from the consignor.
  - g. Reconsignment/rerouting will not be permitted on "In-bond" shipments.
  - h. All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item.
3. Charges for Reconsignment/Rerouting Service:
  - a. All reconsigned/rerouted shipments must be remarked showing the new consignee, address and destination and are subject to the charges for marking or tagging as provided in Item 580 herein, in addition to all other applicable charges.
  - b. Any shipment relinquished, returned to shipper or transferred to another carrier prior to leaving carrier's origin terminal will be charged at \$7.95 per cwt., but not less than \$65.00 per shipment per trailer, nor more than \$609.55 per shipment per trailer.
  - c. Change in the place of delivery within the original destination or outside the original destination if the serving terminal does not change and the new destination is a "Daily" or "Direct" EXPEDITED service point:
    - Before shipment has been loaded or dispatched for original delivery – Charge \$45.00 per shipment per trailer in addition to the applicable rates and charges from original point of origin to the new destination.
    - After shipment has been loaded or dispatched for original delivery – Charge \$7.95 per cwt., but not less than \$75.00 per shipment per trailer, nor more than \$609.55 per shipment per trailer.
  - d. Change in the destination point not provided in Paragraph 3(C) above:
    - Before shipment has left the origin terminal, the shipment will be subject to a charge of \$45.00 per shipment per trailer plus applicable rates and charges from original point of origin to new destination.

- After shipment has left the origin terminal, the shipment will be subject to the applicable rates and charges to and from the reconsignment/rerouting point, but not less than the published through rate from original point of origin to new destination.
  - When the shipper, consignee or its agent elects to accept the shipment at EXPEDITED's terminal located at the point of reconsignment/rerouting, the charge will be \$4.40 per cwt., but not less than \$65.00 per shipment per trailer, nor more than \$528.48 per shipment per trailer. Shipments subject to this paragraph are not subject to any pickup or delivery allowances.
- e. When portions of shipments are reconsigned/rerouted, each portion will be considered a separate shipment. The charges applicable in this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned. Sorting and segregating service, when required, will be charged for per Item 750, Paragraph 5(A), in addition to all other applicable charges.
4. Provisions of this item do not apply when EXPEDITED receives instructions to divert a shipment at one point from motor to air transportation. For applicable provisions, see Item 517 (Diversion – Motor to Air Transportation) herein.

### **830 - REDELIVERY**

When a shipment is tendered for delivery and through no fault of EXPEDITED such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

1. If one or more additional tenders or final delivery of the shipments are made at consignee's place, a charge of \$7.75 per 100 pounds, but not less than \$80.00 per shipment per trailer, nor more than \$785.00 per shipment per trailer, will be made for each such tender and for the final delivery.
2. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at EXPEDITED's premises, a charge of \$4.75 per 100 pounds per shipment per trailer, nor more than \$528.48 per shipment per trailer will apply.
3. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of EXPEDITED before the shipment is redelivered.

On Order-Notify shipments, the minimum charge shall be \$85.55 per shipment per trailer.

### **845 - REFERENCE TO TARIFFS OR PORTIONS THEREOF**

Wherever reference is made in this tariff or tariffs made subject to this tariff, such reference also includes all future revisions, supplements and/or reissues.

### **850 - REPORTING CHARGES ITEM**

#### **Alcoholic Beverages**

Each shipment destined to points in the states of AL, CA, FL, GA, IL, KY, LA, MD, MS, MT, NV, NJ, OK, PA, and/or TX containing alcoholic beverages which must be reported by the common carrier to a State Commission will be subject to a reporting charge of \$25.00 in addition to all other applicable charges.

#### **Tobacco Products or Cigars**

Shipments destined to points in the state of OK containing cigarettes, cigars, tobacco or tobacco products will be reported to the Cigarette and Tobacco Division of the State Tax Commission monthly, giving a statement showing the date, point of delivery, and to whom delivered. Each shipment will be subject to a charge of \$25.00 in addition to all other applicable charges.

**860 - COORDINATION OF RETURN SHIPMENTS**

When requested by the Customer, and EXPEDITED's operating conditions permit, EXPEDITED By Request SM will coordinate and arrange the pickup and delivery of return shipments. The charge for this service will be \$25.00 per shipment. Unless other specific arrangements are made, the charge for this service will be collected from the party requesting the service. This is in addition to all normal freight charges.

**865 - RETURNED UNDELIVERED SHIPMENTS**

Undelivered shipments that are returned to the shipper at the shipper's request will be subject to applicable rates and charges in effect on the date of return from the *new origin* (the original destination of the outbound shipment) to the *new destination* (the original origin of the outbound shipment).

**870 - ROADSIDE DELIVERIES**

Roadside deliveries will be made without a receipt from the consignee if so directed by the shipper, but only at the shipper's risk and such shipments must have freight charges fully prepaid. In these instances, the bill of lading must carry the notation:

“Deliver without receipt from consignee.”

There shall be no liability upon EXPEDITED for any loss or damage to said shipment after such delivery.

**880 - SEALING OF TRUCKS**

Except as provided in Item 525 and 525-1 (Exclusive Use of Vehicle), shippers and receivers of freight will not be accorded the exclusive use of EXPEDITED's vehicles. EXPEDITED may, at our option and convenience, remove seals or locks to load and transport the freight of various shippers and receivers in the same vehicle.

**881 - SERVICE - SIGNATURE SECURITY**

1. Definition:

“Signature Security Service” (SSS) means a service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record are required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.

Each person responsible for an SSS shipment will sign a written record of receipt while the shipment is in possession of EXPEDITED or its agent, and EXPEDITED or its agent will secure signature for the written record of receipt from consignee or his agent.

2. Annotation:

Shipper or his agent must place and sign the following annotation on the bill of lading: Signature Security Service Requested.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Title: \_\_\_\_\_

In the event special circumstances require telephonic notice to consignor, the Government bill of lading will be annotated:

“Call consignor (commercial area code and telephone number) collect at any time of the day from each point where signature and tally service are to be provided.”

3. Form Required:

DD Form 1907, Signature and Tally Record, provided by the shipper, will be used to obtain the signature and tally record.

When SSS is requested by the shipper and the signature and tally record is furnished, EXPEDITED or its agent will require each person responsible for the shipment, such as the terminal manager, pickup and road drivers, and dock foreman, to personally sign the signature and tally record and secure signature in the space provided on the form from the consignee or his agent upon delivery.

The initial signature on DD Form 1907 should be the same as that of EXPEDITED's agent on the Government bill of lading.

In terminal areas, the vehicle containing the SSS shipment must be under the control of the last person signing the DD Form 1907.

4. EXPEDITED must be able to trace a shipment in less than 24 hours.
5. EXPEDITED or its agent will provide immediate telephonic notification to consignee if shipment cannot reach consignee within 24 hours of estimated time of arrival.
6. Basis of Charges:

In addition to all rates and charges for transportation, shipments on which "Signature Security Service" is provided at shipper's request will be subject to a charge of \$3.11 per 100 pounds, but not less than \$186.57, nor more than \$683.54 per shipment per vehicle. This charge is in addition to all other charges. If a vehicle contains more than one shipment for which "Signature Security Service" has been requested, each such shipment will be subject to a separate charge for the "Signature Security Service."

## **882 - SHIPMENTS CONSIGNED TO U.S. POSTAL SERVICE**

Shipments consigned to the U.S. Postmaster, or to EXPEDITED for delivery to a U.S. Post Office, will be accepted only on the following conditions:

1. All charges on such shipments must be paid.
2. The post office stamp on EXPEDITED's freight bill must be accepted in lieu of signature as receipt for the delivery of the shipment.
3. Packages must carry sufficient postage for movement to destinations.

Shipments consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office (FPO) will not be accepted. The provisions of this item 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.

## **885 - SINGLE SHIPMENT CHARGE**

A single shipment picked up at one time and place, unaccompanied by any other shipments from the same pickup site will be subject to a charge of \$20.00 in addition to all other lawfully applicable charges. EXPEDITED's driver will make a diligent effort to write or stamp a declaration of the single shipment (e.g. single shipment or "S/S") on all bill of lading copies when the shipment is tendered. However, such notation or lack thereof will not be a consideration in determining the application of this charge.

This Item 885 shall not apply to shipments in excess of 2,000 pounds.

## **900 - STOPOFF FOR PARTIAL LOADING OR UNLOADING**

Shipments weighing or rated as 20,000 pounds or more may be stopped at multiple locations to complete loading (also known as "split pickups") or for partial unloading ("split deliveries"). Stopoffs for unloading will not be provided on COD shipments, Order Notify shipments, or exclusive use service. All freight charges must be prepaid.

Charges shall be determined on the basis of the minimum weight, or actual weight if greater, of the entire shipment at the rate or rates applicable from any point of origin to any point of delivery that produces the highest charges.

Each stop for **either** partial loading **or** partial unloading, except the initial pickup stop and the final delivery stop, will be subject to a stopoff charge of \$195.80 per stop.

If the total distance from initial origin to final destination via the stopoff point or points exceeds 115 percent of the direct mileage from initial origin to final destination, the mileage in excess of 115 percent will be charged for at the rate of \$5.48 per mile in addition to the stopoff charges and all other charges assessed against the shipment. All mileage shall be computed by use of HGB 100 Series (Mileage Guide).

## **910 - STORAGE**

Freight held in EXPEDITED's possession because of a request, an act or an omission of the consignor, consignee or owner or for custom clearance or inspection 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 12:01 a.m., the first business day after freight is received by the carrier.
2. Storage charges on freight awaiting delivery will begin at 12:01 a.m., the second business day after the freight is available for delivery and notice of arrival has been given. Except, storage charges will begin at 12:01 a.m. the first business day after the freight is available for delivery (even if notice of arrival has not been given) when delivery of the shipment is delayed at the request or act of the shipper or third party payor.
3. Once storage charges begin, the storage rate will be \$2.00 per 100 pounds, but not less than a minimum charge of \$60.00 per shipment. Each shipment will be subject to a minimum daily storage charge (for each day or fraction thereof, including Saturdays, Sundays and holidays) of \$16.00 per day, but not more than \$110.30 per day per vehicle.
4. Storage charges under this item will apply up to and including the day EXPEDITED is enabled to deliver or transport the freight.
5. Storage charges shown above will end the day EXPEDITED places the freight in a public warehouse. When EXPEDITED does place the freight in a public warehouse, the shipment will be subject to a rate or charge of \$4.01 per 100 pounds, but not less than \$32.25, nor more than \$589.31 per shipment per vehicle.

The term "business day" as used in this item means Monday through Friday, excluding holidays. The term "day" as used in this item means any calendar day.

## **920 - SUBSTITUTED SERVICE**

EXPEDITED reserves the right to utilize substituted service in the performance of all or any portion of authorized service.

## **959 - SPECIAL PICKUP OR DELIVERY EQUIPMENT**

1. When, for any reason, EXPEDITED is required to render pickup or delivery service with equipment other than its normal pickup or delivery equipment (straight trucks, bob trucks or lift gate trucks) or equipment EXPEDITED uses to transport shipments over the highway, the charge in Paragraph 2 will apply in addition to all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service.
2. The charge for each service referred to above, including transfer of lading to or from line haul equipment, shall be at the rate of \$100.00 per man hour required to perform the service, subject to a minimum charge of \$324.32. In addition, any and all expenses EXPEDITED incurs for outsourcing material and/or equipment necessary to perform the service shall be assessed against the paying party.

**960 - TERMINAL CROSS-DOCK HANDLING**

When a Customer or another carrier requests that an EXPEDITED facility cross-dock a shipment, a fee of \$25.00 per 100 pounds, but no less than \$25.00 per shipment shall apply. Charges will not apply on any shipment where EXPEDITED provides linehaul or performs pickup or delivery.

**973 - TRANSPORTATION OF HAZARDOUS MATERIALS OR SUBSTANCES**

(Subject to Notes 1 - 3)

EXPEDITED may accept shipments of hazardous materials or substances, as described in Title 49 CFR, for transportation in accordance with the transportation requirements of the U.S. Department of Transportation, subject to the following provisions:

1. Shipments of hazardous materials or substances will be subject to the following requirements:
  - a. Shipments of hazardous materials or substances which are delayed at any time due to restrictions imposed by any shipper, consignee or regulatory agency will be subject to a delay-in-transit charge of 200% of the storage charges published in Item 910 of this tariff. Such charges will begin at the time the shipment is delayed and continue until such time as transportation can be resumed or the shipment delivered to the consignee. Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon Notice of Arrival (Item 345 of this tariff) to consignee.
  - b. The accrued charges will be collected from the party responsible for the delay or if delayed by a regulatory agency, charges will be collected from the shipper or party requesting movement of the shipment.

The carrier shall maintain a record of all such shipment and vehicle delays, including the arrival and departure times at points where delays occur and name of party responsible for such delays.

2. If required by federal, state or local regulations, EXPEDITED will prepare designated route plans which will set forth the routes to be utilized in transporting shipment of hazardous materials or substances 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 or substances 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% of the shortest mileage from initial origin to final destination, the distance in excess of 115% will be charged for at the rate of \$5.48 per mile per vehicle. All mileage shall be computed by use of Household Goods Carrier's Bureau, Agent, Mileage Guide (HGB 100 Series).
3. When special permits authorizing the transportation of specific shipments of hazardous materials or substances are required by federal, state or local regulations, the purchase costs of such permits will be paid by EXPEDITED and collected as follows:
  - a. The purchase costs of such permits, plus a service charge of \$18.64 per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.
  - b. Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the shipper or party requesting movement of the shipment upon request.
4. Any notation on the bill of lading which in any way limits or denies EXPEDITED access to the vehicle in which the shipment is loaded shall be deemed by EXPEDITED to require Exclusive Use of Vehicle services in accordance with the provisions of Item 525 and 525-1 herein.
5. Shipments containing Hazardous Materials, as described in Title 49 CFR, will be subject to an additional charge of \$25.00 per shipment per trailer in addition to all other applicable charges.

6. Any fines and/or penalties which are imposed on EXPEDITED as a result of the Shipper's failure to meet D.O.T. requirements will be charged back to the Shipper who shall reimburse EXPEDITED for losses incurred.

Note 1 - Nothing in this rule shall obligate carrier to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.

Note 2 - Provisions of this Item do not apply on "HAZARDOUS WASTE(S) and/or WASTE MATERIAL" due to absence of carrier permit to transport such commodities.

## **975 - TRANSPORTATION TAX, INTRASTATE SHIPMENTS**

State taxes on transportation charges for intrastate shipments will be included on the carrier's freight bill and collected from the payer of the freight charges.

## **985 - VEHICLE FURNISHED BUT NOT USED**

1. When EXPEDITED, upon receipt of a request to pick up a shipment weighing 10,000 pounds or more, or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and through no fault of EXPEDITED, the vehicle is not used, a charge of \$200.00 per day (or fraction thereof) per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when EXPEDITED is notified that the vehicle will not be used.
2. When EXPEDITED, upon receipt of a request to pick up a shipment, has dispatched a vehicle for such purpose and through no fault of EXPEDITED, the shipment is not tendered to EXPEDITED, a charge of \$75.00 will be assessed on shipments where the pickup request weight was less than 5,000 lbs, and a charge of \$100.00 will be assessed on shipments where the pickup request weight was 5,000 lbs or more but less than 10,000 lbs. These charges will be assessed against the consignor making such request.

## **986 – ITEM DELETED, INCORPORATED INTO ITEM 985**

## **992 - SHIPMENT WEIGHING, WEIGHT, REWEIGHING AND WEIGHT VERIFICATIONS**

1. At its sole discretion, EXPEDITED may choose to weigh or reweigh shipments in its custody. Such weighing or reweighing may be conducted with scales owned by EXPEDITED, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified by EXPEDITED.
2. If an error in weight is determined, EXPEDITED will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. When the net freight charges are increased or reduced by \$15.00 or more as a result of weight or weight and classification changes, a \$15.60 weight adjustment fee will apply in addition to all other charges.
3. Upon request by either the consignor or consignee, the carrier will weigh or reweigh any shipment or vehicle(s) on carrier scales. Such weighing or reweighing will only be made while shipment is in the possession of EXPEDITED. If no error is determined or if error is less than 1% of the billed weight, a charge of \$45.00 per shipment per vehicle, will be made for each. Such charge(s) is(are) to be paid by the party requesting the service.
4. When EXPEDITED is requested to secure a certified public scale weight for any shipment or vehicle(s), a charge of \$75.00 will be made by EXPEDITED for each weighing or reweighing obtained in addition to the fee assessed EXPEDITED for use of the certified public scale. Such charge(s) is to be paid by the party requesting the service.
5. When Customer requests EXPEDITED to weigh or reweigh a vehicle both empty and loaded, the above

charge in Paragraphs 2 or 3, as the case may be, will be made for each separate weighing.

**993 - WEIGHT RECEIPT, CERTIFIED**

When EXPEDITED is required to provide consignee with a weight certificate as a condition of performing delivery, a weight certification fee of \$15.00 per shipment shall be assessed in addition to all other charges. This charge will be assessed against the payor of the freight charges.

**994 - WEIGHTS - OVERWEIGHT FINES AND RELATED EXPENSES**

When, on the shipper's bill of lading, stated shipment weight is 1,000 pounds or more below the actual shipment weight, the following will apply:

1. The freight bill will be changed to reflect the actual shipment weight as provided in Item 992 herein.
2. The following charges will be assessed against the shipper and will be in addition to all other applicable charges:
  - a. The total actual costs of any resulting fines assessed against EXPEDITED.
  - b. When EXPEDITED's driver and/or equipment is delayed by state, federal or other regulatory authorities, a charge for the total delay time shall be assessed at the rate of \$100.00 per hour or fraction thereof, subject to a minimum charge of \$100.00.
  - c. When it is required that the contents of the equipment be rearranged, unloaded, reloaded, or transferred to other equipment, a charge for the total time (see Note 1) spent in performing these functions shall be assessed as follows:

<b>Days — Hours</b>	<b>Per employee, per hour or fraction thereof</b>	<b>Minimum Charge per Employee</b>
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	\$ 100.00	\$ 100.00
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	113.50	113.50
Saturday, Sunday and Legal Holidays	113.50	622.08

Note 1: Total time shall be computed from the time the employee(s) is dispatched from EXPEDITED's terminal facility until the employee(s) arrives back at EXPEDITED's terminal facility after having performed the requested function(s).

**995 - WEIGHTS - GROSS WEIGHTS (Charges on Gross Weights)**

**(Subject to Note 4)**

1. Charges shall be computed on gross weights, including any pallets or other shipping containers, but not including any temporary stowing components or materials that equate to 3% or less of the total weight of the shipment. The weight of such materials in excess of 3% of the total weight of the shipment will be charged for at the lowest rate applicable on any article in the shipment.
2. Subject to Notes 1, 2, and 3, when freight which moves on rates subject to a minimum weight of 20,000 pounds or more is prepared for shipment in conformity with packing requirements and, in addition, is loaded on pallets, with or without sides or ends, but without tops, no charge will be made for the transportation of the pallets, provided the shipper specifies the weight of the pallets on the bill of lading.
3. Any temporary stowing components or materials required for safe transportation of a shipment must be furnished and installed by the shipper. However, upon request, the materials may be furnished and/or

installed by EXPEDITED subject to the following provisions:

- a. Except for bulkheads, when materials are furnished by EXPEDITED, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of EXPEDITED covering such materials used on the involved shipment. When bulkheads are furnished by EXPEDITED, a bulkhead usage fee of \$110.03 per bulkhead will be assessed against the payer of the freight charges.
4. The labor charge for installation of any material, including bulkheads, will be \$100.00 per hour, or fraction thereof, for each man.

Note 1: When material, not a part of the pallet, is used to protect the top of the shipment or to help secure the load to the pallet, allowance will be made for the weight of the pallet but not for the additional material.

Note 2: The weight of the pallets may not exceed 3% or 1,000 pounds, whichever is less, of the weight of that portion of the shipment loaded on such pallets. Any excess weight will be subject to the rates applicable to the commodity loaded on such pallets.

Note 3: When the total weight of the shipment, less the weight of the pallets, is less than the minimum weight provided in connection with the applicable rate, charges will be assessed on the basis of the prescribed minimum weight.

Note 4: The term "pallet" includes and is interchangeable with the terms "platform" and "skid."

## **996 – APPLICATION OF PALLET WEIGHT EXCLUSION**

When Customer's pricing program is published with a pallet weight waiver and or/allowance, Customer is required to list the pallet weight on the original Bill of Lading as a separate line item. If Customer fails to list the pallet weight on the Bill of Lading, Carrier will assume the weight presented on the Bill of Lading to be the net weight of the commodities alone, excluding any pallet weight. Carrier will apply a pallet weight calculation by multiplying the handling units by 40 pounds per pallet unless otherwise agreed to within the Customer's pricing program.

## **997 - MINIMUM WEIGHT PER PIECE**

**(Applicable only where specified reference is made hereto)**

Charges on shipments made subject to the provisions of this item shall be calculated on the actual weight of the shipment but not less than 15 pounds per piece.

### **Conditions and Definitions:**

1. The word "piece" refers to that single quantity of freight which in the normal course of loading, transferring or unloading is individually handled as a unit.
2. The minimum shipment weight determined by use of this item, when greater than the actual weight, shall be used to calculate the freight charges and, unless otherwise specifically provided, will not be considered as the applicable weight to be used for any other purpose.
3. In no case shall the weight calculated by use of this item exceed:
  - a. 22,500 pounds per each "pup" or "doubles trailer" required to transport the shipment, or
  - b. 43,000 pounds per each "van" or "standard trailer" required to transport the shipment.
4. Provisions of this item will not apply in connection with shipments subject to CAPACITY LOAD or EXCLUSIVE USE OF VEHICLE provisions in Items 390, 390-1, 390-2, 525 and 525-1 of this tariff; or rates stated in units per mile or per piece of line-haul equipment.

**999 – RESTRICTIONS ON LOGISTICS PROVIDERS’ GENERIC AGREEMENTS**

This item applies to Logistics Providers and shall be in addition to all other terms and conditions of this tariff. For purposes of this item, a Logistics Provider is any person or business entity holding itself out as a broker, freight forwarder, third party logistics provider or agent of a shipper.

The provisions of this item only apply on shipments moving under generic or blanket pricing agreements in place with Logistics Providers. This item does not apply to shipments moving under agreements the Carrier has entered into with the Logistics Providers on behalf of specific named clients.

**Pickup Restrictions**

Carrier will not pick up freight from:

- Food Warehouses, e.g. Roundy’s, U.S. Foods
- Freight Forwarders, e.g. AZ Midwest, St. George’s Warehouse, Channel Distribution
- Airports
- Military Bases

Carrier will not pickup freight containing alcohol, firearms or ammunition

Residential pickups require Senior Operations Management approval

**Delivery Restrictions**

Carrier will not delivery freight to:

- Food Warehouses, e.g. Roundy’s, U.S. Foods
- Freight Forwarders, e.g. AZ Midwest, St. George’s Warehouse, Channel Distribution
- Airports
- Military Bases

Chicago, IL consignees requiring special equipment that EFS does not possess

**Residential Delivery Restrictions**

- Freight must fit onto liftgates
- Freight cannot exceed the weight limit on liftgates
- Liftgate charges must be approved prior to pickup
- Inside Delivery will not be performed for residential deliveries

**ABBREVIATIONS, UNIFORM EXPLANATION OF**

<b>ABBREVIATION</b>	<b>EXPLANATION</b>
EXPEDITED'S	EXPEDITED FREIGHT SYSTEMS, LLC
EXPEDITED	EXPEDITED FREIGHT SYSTEMS, LLC
AFB	Air Force Base
AQ	Any Quantity
ATA	American Trucking Associations, Inc.
Auth	Authority
C	Denotes hundred pounds
CDA	Canada
c/o	Care of
COD	Collect on Delivery
Col	Column
Conc	Concluded
Cont'd	Continued
Cwt	Per 100 lbs.
Cy	County
d/b/a	Doing business as
E	East
FAK	Freight all kinds
HGB	Household Goods Carriers Bureau
HGCB	Household Goods Carriers Bureau
Hwy	Highway
ICC	Interstate Commerce Commission
Jct	Junction
LTL	Less than truckload
M	Denotes thousand pounds
MC	Minimum Charge
MF	Motor Freight
Min	Minimum
MW	Volume Minimum Weight in pounds, except as otherwise provided
N	North
NMF	National Motor Freight Traffic Association, Inc., or National Motor Freight Classification
NMFC	National Motor Freight Classification
NMFTA	National Motor Freight Traffic Association, Inc.
NO	Number
NOI	Not otherwise more specifically described in NMFC
Oz	Ounce
Par	Parish
PCF	Per Cubic Foot
RMB	Rocky Mountain Motor Tariff Bureau, Inc.
S	South
Sec.	Section
SU	Set-Up
sup	Supplement
TP	Third Party
TPB	Third Party Billing
Thru	Through
TL	Truckload
Viz	Namely
VMW	Volume Minimum Weight in pounds, except as otherwise provided
Vol	Volume
Vol Min Wt	Volume Minimum Weight
W	West
Wt	Weight

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L5C	Less than 500 pounds
5C	500 thru 999 pounds
1M	1,000 thru 1,999 pounds
2M	2,000 thru 4,999 pounds
5M	5,000 thru 9,999 pounds
10M	10,000 thru 19,999 pounds
20M	20,000 thru 29,999 pounds
30M	30,000 thru 39,999 pounds
40M	40,000 and over pounds

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**ABBREVIATIONS - STATES**

Where two-letter abbreviations of states, as set forth by the U.S. Postal Service, are used in tariffs and supplements issued by EXPEDITED, the abbreviations and explanation will be as follows:

ABBREVIATION	EXPLANATION
AK	Alaska
AL	Alabama
AR	Arkansas
AZ	Arizona
CA	California
CO	Colorado
CT	Connecticut
DC	District of Columbia
DE	Delaware
FL	Florida
GA	Georgia
HI	Hawaii
IA	Iowa
ID	Idaho
IL	Illinois
IN	Indiana
KS	Kansas
KY	Kentucky
LA	Louisiana
MA	Massachusetts
MD	Maryland
ME	Maine
MI	Michigan
MN	Minnesota
MO	Missouri
MS	Mississippi

ABBREVIATION	EXPLANATION
MT	Montana
NC	North Carolina
ND	North Dakota
NE	Nebraska
NH	New Hampshire
NJ	New Jersey
NM	New Mexico
NV	Nevada
NY	New York
OH	Ohio
OK	Oklahoma
OR	Oregon
PA	Pennsylvania
PR	Puerto Rico
RI	Rhode Island
SC	South Carolina
SD	South Dakota
TN	Tennessee
TX	Texas
UT	Utah
VA	Virginia
VT	Vermont
WA	Washington
WI	Wisconsin
WV	West Virginia
WY	Wyoming

**ABBREVIATIONS – TERMINALS/SERVICE AREAS**

Where abbreviations of terminals (service areas) are used in tariffs and supplements issued by EXPEDITED, the abbreviations and explanation will be as follows unless otherwise specified:

ABBREVIATION	EXPLANATION
CHI	Kenosha Terminal Points falling within the zip code range 60600-60699
CLE	Cleveland Terminal Points
CMP	Champaign Terminal Points
DAY	Dayton Terminal Points
EUC	Eau Claire Terminal Points
GRD	Grand Rapids Terminal Points
IND	Indianapolis Terminal Points
KEN	Kenosha Terminal Points
KEN (CHI)	Kenosha Terminal Points falling within the zip code range 60600-60699
KEN (NON-CHI)	Kenosha Terminal Points other than those falling within the zip code range 60600-60699
LAN	Lansing Terminal Points
MPS	Minneapolis Terminal Points
SBN	South Bend Terminal Points
SNO	Shawano Terminal Points

**NOTES**