

SPECIALIZED TRANSPORTATION, INC.

(An Indiana Corporation)

MC - 497943

TARIFF H302-C

FAK RATES

BETWEEN POINTS IN THE UNITED STATES

SPECIFIC COMMODITIES NOT INCLUDED UNDER THIS TARIFF

1. Rates in this tariff WILL NOT APPLY on shipments consisting solely of EXHIBITS AND DISPLAYS AND THE MATERIALS AND SUPPLIES USED AS PART OF OR WITHIN SUCH EXHIBITS AND DISPLAYS; CONTAINERIZED TRADE SHOW EXHIBITION MATERIALS AND SUPPLIES USED WITHIN OR AS PART OF THE TOTAL TRADE SHOW DISPLAY; OR OTHER SPECIFIED COMMODITIES, when applicable rates are published in Tariff N434, supplements thereto or reissues thereof, Specialized Transportation Agent Group, Inc. dba Specialized Transportation, Inc.
2. Rates in this tariff WILL NOT APPLY on shipments consisting of household goods as defined in the Interstate Commerce Act as amended.

Issued: December 1, 2014

Effective: January 1, 2015

All of the pages contained in this tariff are listed consecutively by number and revisions number. The pages of the tariff, and the supplements to the tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "0" in the revision column indicates an original page. "0" in page column indicates Title Page.

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*Issued this date.

Issued: December 1, 2014

Effective: January 1, 2015

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**ITEM A
PRIOR RATES**

For rates prior to the effective date of this tariff, see Tariff H302, Household Goods Carriers' Bureau Committee, Agent.

**ITEM B
APPLICATION OF TARIFF - ELECTRONIC FORMAT**

This tariff applies only on shipments as more specifically provided within individual rate sections herein,

Between points within the contiguous United States, and more specifically between points within certain states. To determine if intrastate shipments are allowed in a given state, input the appropriate three-digit zip codes and weight on Carrier's website. If a price is returned, the shipment is allowed. If no price is returned, intrastate movements are not allowed within that state.

In the event of any inconsistency between the result obtained from the Carrier's website and that obtained from Carrier's mainframe computer, the calculation from Carrier's mainframe computer shall in all situations govern and apply.

**ITEM F
CANCELLATION OF ITEMS OR PORTIONS THEREOF**

When this tariff is amended by revised pages, the revised page cancels the item or portion thereof shown on the prior original or revised page of the same page number.

**ITEM G
EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS**

For complete explanation of standard abbreviations and reference marks used throughout this tariff, see Item 10000 on last page herein.

**ITEM I
CANCELLATION OF LOOSELEAF PAGES**

When this tariff is amended by revised pages, the cancellation of prior pages, except the title page, will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be published and filed in numerical sequence.

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof which bear the same page number.

For Example: "Original Page 10" will have the effect of canceling Original Page 10; "45th Revised Page 12" will have the effect of canceling 44th Revised Page 12; "13th Revised Page 4-A" will have the effect of canceling 12th Revised Page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before its effective date.

EXCEPTION: When a specific cancellation on a prior revised page excepts a previously filed page wholly or in part, this rule does not have the effect of canceling such excepted previously filed page or portion thereof.

**ITEM K
SPECIFIC COMMODITIES NOT INCLUDED UNDER THIS TARIFF**

1. Rates in this tariff WILL NOT APPLY on shipments consisting solely of EXHIBITS AND DISPLAYS AND THE MATERIALS AND SUPPLIES USED AS PART OF OR WITHIN SUCH EXHIBITS AND DISPLAYS; CONTAINERIZED TRADE SHOW EXHIBITION MATERIALS AND SUPPLIES USED WITHIN OR AS PART OF THE TOTAL TRADE SHOW DISPLAY; OR OTHER SPECIFIED COMMODITIES, when applicable rates are published in Tariff N434, supplements thereto or reissues thereof, Specialized Transportation, Inc.
2. Rates in this tariff WILL NOT APPLY on shipments consisting of household goods as defined in the Interstate Commerce Act as amended.

Issued: December 1, 2014

Effective: January 1, 2015

GOVERNING RULES AND REGULATIONS
SECTION 1
SEE ITEM 10000 FOR ABBREVIATIONS AND REFERENCE MARKS

APPLICATION

Governs all sections of this tariff unless otherwise provided within individual sections.

Except as otherwise provided herein, the rates named in this tariff include one pickup and loading at point of origin and one delivery and unloading at point of destination.

ITEM 1
BILL OF LADING AND RATES

PART 1: (APPLICABLE ONLY TO SHIPMENTS TRANSPORTED PURSUANT TO SECTION 3 (FULL SERVICE) OF THIS TARIFF)

- (a) Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of Carrier's Bill of Lading as described herein is required.
- (b) The rates shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. The consignor at its option, may elect not to accept the terms of Carrier's Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law, but subject to the terms and the conditions of Carrier's Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefor will be 500 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding the limits set forth in Item 190.

When the consignor elects not to accept any of the terms of such bill of lading, it must give written notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."

PART 2: (APPLICABLE ONLY TO SHIPMENTS TRANSPORTED PURSUANT TO SECTION 4 (DOCK TO DOCK SERVICE) OF THIS TARIFF)

- (a) Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of Carrier's Bill of Lading as described herein is required.
- (b) The rates and charges shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. The consignor at its option, may elect not to accept the terms of Carrier's Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law, but subject to the terms and the conditions of Carrier's Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefor will be 500 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding 60 cents per pound, per article.

When the consignor elects not to accept any of the terms of such bill of lading, it must give written notice to the carrier of such election. The carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

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"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."

**ITEM 2
INSURANCE**

The cost of insurance for the benefit of the shipper will not be assumed by the carrier.

**ITEM 3
RELEASED VALUE**

The following shall be used to determine the rates on a shipment, when such shipment is released to a value exceeding the release rate indicated in Item 190.

Release Value and Liability Limitations

Transportation Rate Bases

Released to a value not exceeding
the release rate indicated in Item 190.

Base transportation rate.

Released to a value exceeding
the release rate indicated in Item 190.

Base transportation rate plus a valuation
charge as defined in Item 190

**ITEM 4
WEIGHING AND WEIGHTS**

- a) Gross weight, tare weight, net weight and constructive weight.
- (1) The tare weight of each vehicle shall be determined by having it weighed prior to the transportation of each shipment, without the driver and crew thereon, by a certified weighmaster or on a certified scale, and when so weighed the fuel tanks on such vehicle shall be full and the vehicle shall contain all pads, chains, dollies, hand trucks, and other equipment needed in the transportation of shipments to be loaded thereon, and such weight shall then be entered on the bill of lading. After the vehicle has been loaded, it shall be weighed, without the driver and crew thereon, and the net weight of the shipment shall be obtained by deducting the tare weight from the gross weight, and both the gross and net weights shall then be entered on the bill of lading. Carrier may, at its discretion, elect to perform this operation in reverse order; loading the shipment, obtaining a certified gross weight, delivering the shipment and then obtaining a certified tare weight. In the transportation of part loads, this subsection shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads shall be used as the tare weight of such vehicle as to part loads subsequently loaded thereon. Also, the person paying the freight charges, or its representative, upon request of either, shall be permitted without charge to accompany, in its own conveyance, the carrier to the weighing station and to observe the weighing of its shipment after loading. The carrier shall use a certified scale which will permit the shipper to observe the weighing of its shipment without causing delay.

NOTE: In the event no fuel is available at the point of the tare weighing, the tare weight may be obtained without the fuel tanks being full providing no fuel is added to the vehicle tanks between the tare and gross weighings.

- (2) If no certified scale is available at origin, at any point en route, or at destination, a constructive weight, based upon 7 pounds per cubic foot of properly loaded van space may be used.

Issued: December 1, 2014

Effective: January 1, 2015

(b) Obtaining weight tickets.

The carrier shall obtain a weight ticket for each weighing required under this section, with tare and gross weights evidenced by separate tickets, and the driver shall enter thereon the number of the bill of lading accompanying the shipment involved. No other additions or alterations shall be made on any such ticket. As soon as such weight tickets are obtained, true copies thereof shall be attached to the receipt or bill of lading accompanying the shipment, and retained in the carrier's file. When requested by Shipper, a true copy of each weight ticket pertaining to a shipment shall be given to the shipper with invoice. Any shipment may be weighed on a certified scale prior to being loaded on the vehicle, including a shipment which the carrier containerizes for further transportation, in which case the net weight of the shipment shall be the gross weight of the container less the tare weight of the container; the gross weight of the container shall be as packed and prepared for shipment; the tare weight of the container shall include all of the pads, skins, blocking and bracing used or to be used to protect the contents of the container, but not including packing materials used in the preliminary packing of the shipment.

(c) The provisions of Paragraph (a) and (b) of this rule shall not apply to shipments tendered to the carrier provided the weight of each shipment is certified by the shipper thereof on the bill of lading covering such shipment. Carrier reserves the right to reweigh any shipment in order to verify weight. In such cases, the reweigh weight shall apply.

(d) Reweighing of Shipments.

Before the actual commencement of the unloading of a shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a reweigh. The charges shall be based on the reweigh weight.

**ITEM 5
SPECIAL TRANSPORTATION SERVICE**

(a) **SELECTED DELIVERY DATE SERVICE**

- (1) Selected Delivery Date Service as used herein means tendered delivery of a shipment on or before a date specified by the shipper and/or consignee and agreed upon by the carrier.
- (2) Subject to availability of equipment for a particular service desired, a shipper/consignee may obtain Selected Delivery Date Service on a shipment by agreeing to accept transportation charges based on an agreed minimum weight (subject to a minimum weight of 700 pounds) that is in excess of the actual weight of the shipment.
- (3) Selected Delivery Date Service will be furnished by the carrier when the shipper/consignee or their agent sign the Bill of Lading indicating such service is requested/ordered.
- (4) In the event the shipment is not tendered for delivery by the specified delivery date, the charges for the shipment shall be based on the actual weight of the shipment.
- (5) The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, see Paragraph (d) of this item.

(b) **OCCUPANCY OF VEHICLE, LESS THAN TRUCKLOAD**

Subject to availability of equipment for a particular service required, any shipment, whose physical characteristics occupy a loading space of the vehicle less than 7 pounds per cubic foot, will be accepted for transportation subject to a minimum weight based on 7 pounds per cubic foot of total vehicle space occupied, or actual weight, whichever is greater. See Paragraph (e) herein to determine the cubic feet of vehicle space occupied. The transportation weight of the shipment shall be subject to a minimum weight as follows:

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100 cubic feet or less	700 pounds
101 to 150 cubic feet	1050 pounds
151 to 200 cubic feet	1400 pounds
201 to 300 cubic feet	2100 pounds
More than 300 cubic feet	700 pounds per 100 cubic feet

Bill of Lading and/or Freight Bill to be marked or stamped with cubic feet occupied.

NOTE: Cubic feet shall be calculated in even hundreds of cubic feet. Example, if a shipment occupies 245 cubic feet, the shipment shall be subject to 300 cubic feet, 2,100 pounds minimum.

(c) **COMPLETE OCCUPANCY OF VEHICLE**

Subject to availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or, the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted for transportation at charges computed on the actual weight of the shipment, or a weight greater than actual weight based on 7 pounds per cubic feet of total vehicle space occupied, (see Paragraph (e) herein) subject to a minimum weight of:

19,600 pounds for shipments rated under Section 3 of this tariff.

24,000 pounds for shipments rated under Section 4 of this tariff.

(d) **EXCLUSIVE USE OF VEHICLE**

Subject to availability of equipment, a shipper may order Exclusive Use of a vehicle for transportation of a shipment. Transportation charges shall be based on Section 3 linehaul transportation rates based on the actual weight subject to a minimum weight of 21,000 pounds, plus 15% of the applicable linehaul rate.

Bill of Lading and/or Freight Bill to be marked or stamped:
EXCLUSIVE USE OF VEHICLE ORDERED

NOTE: Exclusive Use can not be requested under Section 4 of this tariff. Exclusive Use shipments will be subject to the linehaul transportation rates in Section 3 only.

(e) **DISPLAY OF VAN SPACE**

The number of cubic feet of van space shall be legibly displayed on each interior side of the vehicle used by the carrier in rendering service under this item.

**ITEM 7
STOPOFFS**

Portions of a shipment may be picked up or delivered at one or more places of origin, destination, or en route. Except as otherwise provided herein, charges will be for total weight of entire shipment for total distance via points of pickup or delivery or both from first point of pickup to final point of delivery, plus additional service charges applicable to each portion of the shipment. (See Section 2.)

**ITEM 9
DISTANCES**

- (a) Except as otherwise provided herein, where rates are based on mileage, the distance, or mileage shall be that shown in Mileage Guide No. 5, Household Goods Carriers' Bureau, Agent, HVP 105-D, supplements thereto or successive issues thereof.
- (b) If the shipper requests a longer route than the shortest practical route as shown in the above-mentioned Mileage Guide, the mileage over the longer route as shown therein, shall apply.

Issued: December 1, 2014

Effective: January 1, 2015

**ITEM 10
MARKING OR TAGGING FREIGHT**

- (a) Articles of fragile or breakable nature must be properly packed.
- (b) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or its agent, must be marked by plain and distinct letters designating the fragile character of contents.
- (c) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or its agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.

**ITEM 11
CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE**

Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down by the carrier for handling or loading in vehicle shall constitute one article for the purpose of determining carrier's liability as provided in Item 3.

NOTE: When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.

**ITEM 13
PROHIBITED OR RESTRICTED ARTICLES**

- (a) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- (b) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.

**ITEM 14
INSPECTION OF ARTICLES**

When carrier or its agent believes it necessary that the contents of packages be inspected, it shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

**ITEM 17
Storage**

This tariff shall apply to storage and local pick-up and delivery when performed on shipments transported pursuant to this tariff unless there is a warehousing and/or local storage agreement applicable to the goods.

- a) This Item is subject to the terms and conditions of Item 71, Warehouse Receipt, and Item 223, Storage Rates.
- b) Storage of property covered by this tariff is the holding of a shipment, or portion thereof, at or in the facilities or warehouse used by the carrier or its agent for storage. For the purpose of this item, a carrier may designate any facility or warehouse to serve as its agent.
- c) The cross-docking of a shipment performed at the convenience of the Carrier during the normal course of transportation shall not be subject to this Item.
- d) Carrier's liability for loss of or damage to goods stored pursuant to this Item shall be subject to the same terms, conditions, and limitations, as the transportation by which the goods are delivered into storage.
- e) When goods are placed into storage pursuant to this Item, the interstate or intrastate nature of the shipment shall cease. Transportation to the warehouse from origin or from the warehouse to the new destination shall be subject to local, intrastate, or interstate regulations, as applicable.
- f) Charges for the first 30 days of Storage (or fraction thereof) and Handling charges shall be payable upon delivery into storage. Subsequent Storage and Handling charges shall be invoiced monthly by the storage facility.

Issued: December 1, 2014

Effective: January 1, 2015

**ITEM 19
CLAIMS, LOSS AND DAMAGE**

(a) Claims In Writing Required:

A claim for loss, damage, injury, or delay will not be voluntarily paid by a carrier unless filed in writing as provided in subparagraph (b) below with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

(b) Minimum Filing Requirements:

A communication in writing from a claimant filed with carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) Documents not constituting claims:

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

(d) Claims filed for uncertain amounts:

Whenever a claim is presented against carrier for an uncertain amount, such as \$100 more or less, carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with the provision of subparagraph (b) above.

(e) Other claims:

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of its title to the property involved or its right with respect to such claim.

(f) Concealed damage or shortage:

Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

Issued: December 1, 2014

Effective: January 1, 2015

(g) Supporting documents:

When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to the carrier), either the original paid bill for transportation service or a photographic copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.

(h) Verification of loss:

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

(i) Satisfaction of claims:

Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier.

(j) Constructive weight of packed interior shipping containers:

When the liability of the carrier is to be measured by the weight of the article lost or damaged and such article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

CONTAINER	WEIGHT PER CONTAINER (In pounds)
CARTONS: Less than 3 cu. ft.	25
3 - Less than 4-1/2 cu. ft.	30
4-1/2 - Less than 6 cu. ft.	35
6 - Less than 6-1/2 cu. ft.	45
6-1/2 cu. ft. and over	50

(k) Time limit for filing claims:

As a condition precedent to recovery, a claim for any loss, damage, injury, or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part of or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier will not be liable and such claims will not be paid.

(l) Depreciation factor on claims for lost or damaged items:

When settling a claim for loss or damage, a depreciation factor may be used to arrive at the current actual value of the lost or damaged item; provided that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.

ITEM 20

COLLECTION OF CHARGES, PREPAYMENT

- (a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.

Issued: December 1, 2014

Effective: January 1, 2015

- (b) When satisfactory arrangements for credit have been made between the carrier and the consignor or consignee, the following conditions will apply:
1. The free credit period shall extend 25 days, including Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by the carrier or deposit of same in the U.S. Mails. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 2. Except as provided in exception below, when carrier's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and shipper will be assessed a service charge by the carrier equal to two (2%) percent of the amount of carrier's bill, subject to a \$25.00 minimum charge for such extension of the credit.
 3. Carrier's bill will state separately, the total charges due during both the free credit period and the extended credit period.
 4. The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper, is deemed to be the collection of the tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 5. Carrier shall not grant credit to any shipper which fails to pay a duly presented bill within the 30-day period, unless and until such shipper affirmatively satisfies the carrier that all future bills duly presented will be paid strictly in accordance with the rules and regulations set forth herein.
- (c) Carrier may require prepayment of charges for a specific service in full or in part at time after commencing performance of such services as requested by shipper.
- (d) Payments for shipments having an origin or destination outside of the boundaries of the United States shall be at total tariff charges in full and lawful currency of the United States or its equivalent.
- (e) Subject to the foregoing paragraphs, provision for payment of charges on storage-in-transit shipments is contained in Item 17.

NOTE: See Item 44 for Definition of Holidays.

EXCEPTION: The service charge provided in Paragraph (b) 2, above shall not be assessed in connection with the rates and charges on freight transported for the United States, for any department, bureau or agency thereof, for any State or Territory, or political subdivision thereof, or for the District of Columbia.

ITEM 21 FRACTIONS, DISPOSITION OF

Unless otherwise provided, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.

ITEM 22 HOURLY RATES

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:

Where the time involved is 15 minutes or less the charge shall be for one quarter of an hour. When in excess of 15 minutes but not more than 30 minutes charge for one half hour. When in excess of 30 minutes but not more than 45 minutes charge for three quarters of an hour. When in excess of 45 minutes charge for one hour.

Issued: December 1, 2014

Effective: January 1, 2015

**ITEM 23
COMPUTING CHARGES**

Unless otherwise provided herein, where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rate shown for a hundred pounds. When a shipment is transported a distance in excess of that shown in the rate tables, charges shall be computed as follows:

- (a) First find the rate in the applicable weight column for the greatest distance shown in the applicable table of rates.
- (b) Add to the above rate, \$0.30 for each additional 25 miles or fraction thereof in excess of the distance shown in the rate table to obtain per hundred pound rate applicable on the shipment.

**ITEM 25
MINIMUM CHARGE**

Shipments tendered under this tariff shall be subject to a minimum charge.

**ITEM 26
REISSUED MATTER, METHOD OF TREATING**

Reference made herein to items or pages in this tariff include reference to reissue of such items or pages.

**ITEM 27
MOVEMENT OF EMPTY VEHICLES**

A shipper having one or more shipments and desiring to continue movement of all such shipments may request the empty movement of equipment from destination to point of origin of next shipment, for further loading subject to the availability of equipment and at charges shown in Item 150, Section 2, Additional Services. The empty movement of equipment shall be ordered in writing at the time shipments are accepted for transportation.

**ITEM 28
RECONSIGNMENT OR DIVERSION**

- (a) Upon instructions from the consignee or owner, a shipment will be diverted subject to the following provisions and additional charges. Carrier may require that such instruction be in writing.
- (b) The term diversion as used herein means a change in the destination, (after loading of vehicle) from the original destination point.
- (c) When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered, unless such failure is due to error or negligence of the carrier or its employees.
- (d) Linehaul transportation charges on a shipment diverted to a new destination city will be assessed via the point of diversion.
- (e) On shipments diverted to a new destination city, a diversion charge of \$4.50 per hundredweight shall apply, based on the transportation weight, subject to a \$50.00 minimum charge and a \$200.00 maximum charge.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 33**IMPRACTICABLE OPERATIONS AND APPLICATION OF AUXILIARY SERVICES****PART A: IMPRACTICABLE OPERATIONS**

Nothing in this tariff shall require the carrier to perform any service at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because:

- (a) The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- (b) Loading or unloading facilities are inadequate;
- (c) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from or to or at other points or locations;
- (d) Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pickup or delivery is to be made;
- (e) Local, state or federal restrictions, regulations or laws prohibit performance of such services by linehaul equipment.

When service is impracticable for reasons stated in this rule, and service can be completed through the employment of services of third persons, see Item 35.

PART B: APPLICATION OF AUXILIARY SERVICES

- (a) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- (b) When it is physically impossible for carrier to perform pickup of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- (c) Upon request of the shipper, consignee or owner of the goods the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the origin or destination address and the nearest point of approach by the carrier's road haul equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used) will be as provided in Section 2 and shall be in addition to all other transportation or accessorial charges.
- (d) If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

Issued: December 1, 2014

Effective: January 1, 2015

- (e) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered, to warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

**ITEM 34
RIGGING, HOISTING OR LOWERING**

When it is necessary to use rigging, hoisting, or lowering services in order to accomplish pickup or delivery of a shipment, carrier will perform such services at the rates provided in Section 2, Item 120 Labor Charges, subject to carrier's ability to furnish equipment and experienced personnel.

If requested by shipper, consignee or owner, carrier will as agent for shipper, consignee or owner, undertake to secure such services from a third party, if available. All charges of third persons must be paid by the shipper and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an advanced charge as provided in Item 35 herein.

If carrier is unable to furnish or secure the equipment or experienced personnel, the shipper, owner or consignee of the goods must arrange for such service.

**ITEM 35
ADVANCING CHARGES**

Charges advanced by carrier for services of others engaged at the request of the shipper or required by Federal, State or Local law, including but not limited to agricultural quarantine inspections, will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges. All such advance charges will be supported by paid receipts and are in addition to all other applicable tariff charges.

Charges will also be advanced by the carrier for expenses incurred by the carrier as a result of services performed that are subject to officially assessed state or local fees or taxes, such as sales taxes, use taxes and debris disposal or recycling fees. Charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

NOTE: Third party charges advanced by carrier will be subject to a 15% Administrative Fee, subject to a minimum additional charge of \$15.00 per shipment.

**ITEM 36
ATTEMPTED PICK-UP/CANCELLATION/
ATTEMPTED DELIVERY FEE**

- (a) When the carrier receives instructions, either verbally or in writing, that a shipment has been cancelled, carrier will make diligent effort to cancel such pickup service. If through no fault or negligence of the carrier, the person responsible for pickup can not be notified until the arrival at the loading point, an Attempted Pick-Up/Cancellation Fee shall apply. See Item 219, Section 2, Additional Services.
- (b) When the carrier receives instructions, either verbally or in writing, that a shipment can not deliver on the original contracted delivery date, carrier will make diligent effort to cancel such delivery service. If through no fault or negligence of the carrier, the person responsible for delivery can not be notified until the arrival at the delivery point, an Attempted Delivery Fee shall apply. See Item 219, Section 2, Additional Services.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 37
EXPLOSIVES OR OTHER DANGEROUS ARTICLES

Explosives or other dangerous articles will not be accepted for transportation or transported unless the shipping order, bill of lading, or other shipping paper prepared by the shipper (when shippers are required by the Department of Transportation regulations so to certify packages for transportation) shows in the lower left-hand corner the certification required by law from the Shipper or its duly authorized agent.

ITEM 43
**BILLS OF LADING (CONTRACT TERMS AND CONDITIONS OF
UNIFORM STRAIGHT BILL OF LADING)**

The bill of lading, together with the rules, regulations, rates and charges contained in this tariff, governs the transportation services performed by Carrier in interstate and intrastate commerce. The tariff is maintained at Carrier's headquarters in Fort Wayne, Indiana. Carrier shall provide to the shipper, upon its request, a written or electronic copy of the tariff. Carrier has established its rates and charges based upon the limitation of liability for the property as set forth herein. Shipper may request from Carrier a greater value for the property and the rates and charges for the transportation services shall be adjusted as set forth herein. The terms and conditions of any other bill of lading or document submitted to Carrier shall not govern Carrier's services hereunder, and the acceptance or execution of any such document by Carrier's driver shall not modify or amend the terms and conditions of the bill of lading or Carrier's tariff. The shipper may not vary Carrier's terms and conditions of carriage, except as specifically outlined herein, and any writing, typing or printing on the face of the bill of lading made by the shipper, or the shipper's agent or representative, shall be null and void to the extent inconsistent, additional or different terms or conditions are contained thereon or therein. Carrier's drivers do not have authority to modify Carrier's terms and conditions or to accept on Carrier's behalf any terms or conditions inconsistent, additional or different from those set forth herein or on the bill of lading.

CONTRACT TERMS AND CONDITIONS OF BILL OF LADING

Carrier's services are governed by and subject to all of the rules, regulations, rates and charges set forth in Carrier's tariff maintained at Carrier's headquarters at the address set forth on the face of the bill of lading, including without limitation the following terms and conditions:

SECTION 1. Carrier, or the party in possession of any of the property herein described, shall be liable as required by law for any loss of or damage to such property from external causes, subject to Carrier's maximum liability as set forth in the applicable tariff or as agreed to by Carrier's authorized representative. The agreed value or released value is Carrier's maximum liability, regardless whether loss or damage, including injury or delay, occurred due to Carrier's negligence, and applies to any claim resulting from the performance or nonperformance of any services for which Carrier has contracted to perform. Additionally, Carrier shall have no liability for loss, damage or delay caused by or resulting from:

- a) an act, omission or order of the shipper,
- b) insects, moths, vermin or ordinary wear and tear,
- c) defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein,
- d) a (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; (B) by military, naval or air forces or (C) by an agent of such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risk of contraband or illegal transportation or trade,
- e) strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder,

Issued: December 1, 2014

Effective: January 1, 2015

- f) highway obstruction, faulty or impassable highways, lack of capacity of any highway, bridge or ferry, breakdown or mechanical defect of vehicles or equipment, or from any cause other than the negligence of Carrier,
- g) acts of God, or
- h) any damage due to improper shipper packing, bracing or preparation.

Carrier will repair damaged items if possible, subject to the applicable limitation of liability. If repair is not possible, Carrier will, at its option, either replace an item with like kind and quality or pay the lesser of the depreciated value of the item or the released value, which is based upon the weight of the item, set forth in the applicable tariff. If the shipper has requested a value for the shipment in excess of the released value and Carrier has agreed to such increased value, payment by Carrier for loss or damage (if Carrier cannot or does not repair or replace the item) shall be based upon the depreciated value of the item. Carrier shall have no liability for any indirect, incidental, special, consequential or exemplary damages or lost profits, even if Carrier has been advised of the possibility of such damages.

SECTION 2. Carrier shall not be bound to transport by any particular schedule, means, vehicles or other than with reasonable dispatch. Carrier shall have the right to forward the property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. The shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of the shipment from Carrier, shall be liable, jointly and severally, for any and all charges payable on account of the shipment in accordance with the applicable tariffs, including without limitation sums advanced or disbursed by Carrier on account of such shipment and any costs of collection including reasonable legal costs and attorneys fees. No offset is permitted against the charges for any claim filed by the shipper or the consignee, and full payment must be made regardless of any right to file a claim against Carrier. The prevailing party in any action between the parties relating to the shipment tendered to Carrier hereunder shall be entitled to its legal costs and reasonable attorneys' fees. The extension of credit to either the shipper or consignee for charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges. Payment shall be made in the lawful currency of the United States. The shipper shall indemnify Carrier against loss, damage or delay caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4. If for any reason other than the fault of Carrier, delivery cannot be made at the address shown on the face hereof or at any changed address of which Carrier has been notified, Carrier, at its option, may cause the articles contained in the shipment to be stored in a warehouse selected by it at the point of delivery or at any other available point, and held there without liability on the part of Carrier, at the cost of the owner and/or shipper, and subject to a lien for all accrued tariff and other lawful charges, including storage charges.

SECTION 5. Carrier shall have a general lien upon any and all property now or hereafter delivered to or deposited with Carrier for all charges for the transportation, storage, preservation of the property, and the performance of other services. Such lien shall include money advanced, interest, insurance, labor, weighing, coopering, wrapping and other charges in relation to the property or any part thereof; shall include all charges and expenses for notice and advertisement of sale and for sale of the property where there has been a default in satisfying Carrier's lien; and shall include all court costs and reasonable attorneys' fees in collecting such charges, enforcing its lien or defending itself in the event that Carrier is made a party to any litigation concerning the property while the same is in its possession.

SECTION 6. If the shipment is refused by the consignee at destination, or if the shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by mail addressed to the shipper and consignee at the address as shown on the face hereof, or if the shipper fails or refuses to pay the charges in accordance with Carrier's applicable tariff, Carrier may sell the property at its option, either a) upon notice in the manner authorized by law or b) at public auction to the highest bidder for cash at a public sale to be held at a time and place named by Carrier, thirty (30) days notice of which sale shall have been given in writing to the shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of the charges applicable to the shipment and toward expenses of the notice, advertising and sale, and of storing, caring for and maintaining the property prior to sale, and all costs and expenses covered by Carrier's lien and the balance, if any, shall be paid to the owner of the property.

Issued: December 1, 2014

Effective: January 1, 2015

Any perishable articles contained in the shipment may be sold at public or private sale without such notices if in the opinion of Carrier such action is necessary to prevent deterioration or further deterioration. Nothing contained in this section shall be construed to abridge the right of Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

SECTION 7. As a condition precedent to recovery, a claim for any loss or damage, injury or delay must be filed in writing with Carrier within nine (9) months after delivery to the consignee as shown on the face hereof, or in the case of failure to make a delivery, then within nine (9) months after a reasonable time for delivery has elapsed and suit must be instituted against Carrier within two (2) years and one (1) day from the date when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable and such a claim shall not be paid.

SECTION 8. The shipper represents and warrants that it is lawfully possessed of the property and has the authority to transport or store the property in accordance with the terms hereof. The shipper shall indemnify and hold Carrier harmless in the event Carrier is made a party to any litigation by reason of having the property or any portion thereof transported or stored and to pay all legal costs and attorneys' fees incurred in connection therewith. Carrier's lien shall secure all such costs and expenses in addition to its transportation and/or storage charges.

ITEM 44 DEFINITION OF HOLIDAYS

Except as otherwise specifically provided in this tariff, reference to the term "holiday" shall be the date such Canadian, U.S. National or officially declared State holidays are observed.

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday. Charges for holidays in this tariff shall apply only when service is rendered within a State on such observed holiday date.

For reference purpose only, U.S. NATIONAL HOLIDAYS ARE:

NEW YEAR'S DAY, January 1; MARTIN LUTHER KING, JR. DAY, the third Monday in January; WASHINGTON'S BIRTHDAY, the third Monday in February; MEMORIAL DAY, the last Monday in May; INDEPENDENCE DAY, July 4; LABOR DAY, the first Monday in September; COLUMBUS DAY, the second Monday in October; VETERANS DAY, November 11; THANKSGIVING DAY, the fourth Thursday in November; CHRISTMAS DAY, December 25; and January 20 of each fourth year after 1965, INAUGURATION DAY.

ITEM 50 EFFECTIVE DATE GOVERNING APPLICATION OF RULES, RATES AND CHARGES OF THIS TARIFF

Except as otherwise specifically provided in this tariff, all rules, rates and charges in effect on the date shipment is picked up shall apply. See specific provisions in Item 17, Storage, for effective dates governing application of this service.

ITEM 51 PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT, OR OVERCOLLECTION CLAIMS

SECTION 1: APPLICABILITY

The regulations set forth in this rule govern the processing of claims for overcharge, duplicate payment, or overcollection for the transportation of property in interstate or foreign commerce by motor common carriers and freight forwarders subject to Part II or IV of the Interstate Commerce Act.

Issued: December 1, 2014

Effective: January 1, 2015

SECTION 2: DEFINITIONS

- (a) "Carrier" means a motor common carrier or freight forwarder subject to Part II or IV of the Interstate Commerce Act.
- (b) "Overcharge" means an overcharge as defined in Sections 204a (6) and 406a (6) of the Interstate Commerce Act. It also includes duplicate payments as defined in Paragraph (c) and over collections as defined in Paragraph (d) of this section when a dispute exists between the parties concerning such charges.
- (c) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
- (d) "Overcollection" means the receipt by a carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment of goods.
- (e) "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- (f) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge, duplicate payment, or overcollection.

SECTION 3: FILING AND PROCESSING CLAIMS

- (a) A claim for overcharge, duplicate payment, or overcollection shall not be paid unless filed in writing with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.
- (b) A single claim may include more than one shipment provided the claim on each shipment involves (1) the same tariff issue or authority or circumstances, (2) single line service by the same carrier, or (3) service by the same interline carriers.

SECTION 4: DOCUMENTATION OF CLAIMS

- (a) Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 8. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
- (b) Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
 - (1) The rate, classification, or commodity description or weight claimed to have been applicable.
 - (2) Complete tariff authority for the rate, classification, or commodity description claimed.
 - (3) Freight bill payment information.
 - (4) Other documents or data which is believed by claimant to substantiate the basis for its claim.

Issued: December 1, 2014

Effective: January 1, 2015

- (c) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
- (d) Regardless of the provisions of Paragraphs (a), (b) and (c) of this section, the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier shall comply with Section 5(c) to obtain the additional information required.
- (e) A carrier shall accept copies instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.

SECTION 5: INVESTIGATION OF CLAIMS

- (a) Upon receipt of a claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6.
- (b) If a carrier discovers an overcharge, duplicate payment, or overcollection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9.
- (c) In the event the carrier processing the claim requires information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Section 8.

SECTION 6: CLAIM RECORDS

At the time a claim is received the carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required under Section 7. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

SECTION 7: ACKNOWLEDGMENT OF CLAIMS

Upon receipt of a written claim, the carrier shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

SECTION 8: DISPOSITION OF CLAIMS

The processing carrier shall pay, decline to pay, or settle each written claim within 60 days after its receipt by the carrier, except where the claimant and the carrier agree in writing to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

SECTION 9: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES, DUPLICATE PAYMENTS AND OVER COLLECTIONS NOT SUPPORTED BY CLAIMS

- (a) (1) Carriers shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which properly to apply such a payment, the carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment.

Issued: December 1, 2014

Effective: January 1, 2015

If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.

- (2) Notice shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: the check number, amount, and date; the payor's name; and any additional basic information the carrier is able to provide. The final notice also must inform payor that: (i) applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.
 - (3) Upon a carrier's receipt of information from the payor, the carrier shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payor of its right to file a formal claim for refund with the carrier in accordance with the regular claims procedure under this rule.
- (b) When a carrier which participated in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint linehaul) discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or overcollection exists for any transportation charge which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

ITEM 52 SIGNATURE TALLY RECORD (STR)

Carrier shall provide Signature and Tally Record Service (STR) upon request of the consignor, subject to the following definition, requirements and charges:

1. Definition

STR is a service designed to provide continuous responsibility for the custody of DOD shipments in transit. It requires a signature and tally record from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.

2. Requirements

- a. Shipper or its agent must place and sign the following annotation of the Bill-Of-Lading:
Signature and Tally Record requested. DD Form 1907 furnished to carrier.

DATE _____ SIGNATURE _____ TITLE _____

- b. DD Form 1907, Signature and Tally Record, provided by the shipper, will be used as follows:

- (1) When STR is requested by the shipper and the Signature and Tally Record is furnished, carrier or its agent will require each person responsible for the shipment, such as the terminal manager, pickup, delivery and road driver, dock foreman, etc., to personally sign the Signature and Tally Record and will secure signature in the space provided on the form from the consignee or its agent upon delivery.
- (2) Driver(s) are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.

Issued: December 1, 2014

Effective: January 1, 2015

- (3) In terminal areas, the vehicle containing the STR shipment must be under the control of the last person signing the DD Form 1907.
 - (4) When STR is used with Dual Driver Protective Service (DDPS) and Protective Security Service (PSS), both drivers are required to sign when they assume responsibility for the shipment.
- c. Carrier must be able to trace a shipment in less than 24 hours upon request.
- 3. In addition to all rates and charges for transportation, shipments on which STR is provided at shipper's request will be subject to an additional charge of \$30.00 per shipment.
 - 4. A separate charge for Signature and Tally Record services will not be billed when a higher protective security is charged, which includes the requirement for Signature and Tally Record.

**ITEM 53
COURIER SERVICE (CUR)**

Subject to carrier availability, shipments requiring the accompaniment by a courier, on board the carrier's vehicle, provided by the consignor, consignee, or other third party will be subject to a \$0.48 per mile, subject to a minimum of \$210.00. Additional costs incurred by the carrier, on the behalf of the courier, will be invoiced in accordance with Item 35, Advance Charges.

NOTE 1: If carrier is requested to stop for overnight stays en route from origin to destination, a Layover Charge of \$375.00 shall apply for each layover night.

NOTE 2: Carrier reserves the right to accept or deny the person requested to be the courier on board the vehicle.

NOTE 3: Carrier will remove the courier from their vehicle if the courier is found to be in the possession of any illegal object or substance.

**ITEM 56
CONSTANT SURVEILLANCE SERVICE (CSS)**

Constant Surveillance Service (CSS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

(1) Definition and Requirement

CSS is a service that provides the following:

- (a) Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent all inspections (except those performed by government enforcement agencies in their line of duty), tampering, pilfering, or sabotage; including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
- (b) For the purposes of CSS otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or in within 100 feet of the vehicle and has the vehicle within its constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments, designated by the carrier/terminal to attend the conveyance, aware of the sensitivity of material moving under CSS knowledgeable of the safety, security and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.
- (c) For brief stops en route, ensure that the vehicle or shipment is attended.

Issued: December 1, 2014

Effective: January 1, 2015

- (d) When circumstances require lengthy stops en route, carrier will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 100 feet of the vehicle or shipment at all times, or, the shipment must be secured in an adequately lighted area that is surrounded by at least a 6 foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See Note A and Note B).
- (e) The trailer or conveyance containing the material on which CSS is requested must always be connected with the power unit (tractor) during shipment except when stopped at the consignor/consignee for loading/unloading, at a carrier terminal for servicing; at a carrier designated point where the driver maintains continuous surveillance over the shipment while disconnected, at a state or local safe haven location which meets the terminal security standards of Paragraph 1 (d), or, in emergencies, at a DOD safe haven or refuge location.
- (f) Carrier must be able to trace a shipment in less than 24 hours.
- (g) Carrier or its agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed delivery date.
- (h) Driver ID requirements - Carrier must ensure drivers employed to handle sensitive shipments requiring CSS carry a valid drivers license and a medical qualification card, employee record card or similar documents, one of which must contain the drivers photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
- (i) Single linehaul preferred.
- (j) No trip lease.
- (k) The maintenance of a Signature and Tally Record (DD form 1907) by the carrier is an integral part of CSS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which CSS is requested and provided. Drivers are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.
- (l) Driver(s) moving shipments on which CSS is requested will be instructed by the carrier on how to obtain safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraph (l)(a) through (l) (k) herein.
- (m) The tractor moving a CSS shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and the driver(s) must be capable of using the unit to make the contract.

(2) Annotation

When CSS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

○Constant Surveillance Service Requested. Signature and Tally Record (DD Form 1907) furnished to carrier.

Issued: December 1, 2014

Effective: January 1, 2015

(3) Charges

- (a) In addition to all rates and charges for transportation, shipments for which CSS is provided by carrier at shipper's request will be subject to an additional charge of \$0.43 per mile, subject to a minimum charge of \$170.00. This includes the constant and specific surveillance while in transit from origin to destination, and the maintenance of a signature and tally record.
- (b) Shipments requiring CSS as provided herein shall be subject to a maximum distance of 300 miles from origin to destination; and, are further subject to unloading at the time of arrival at destination. Carrier shall provide reasonable direct transit, within regulations set forth by the Department of Transportation, and advise the consignee at the time of departure from origin the estimated arrival time. Shipments that can not be unloaded at the time of arrival where the carrier is required to provide continued CSS until unloading begins, will be subject to an additional charge of \$55.00 per hour, 24 hours per day, until the commencement of unloading.

NOTE: See Item 57 for shipments transported in excess of 300 miles requiring Constant Surveillance Service.

**NOTE A
SECURITY CAGE STANDARDS**

GENERAL: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secure to deter unauthorized entry.

WALLS: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form side(s). Example: Double-course reinforced or filled concrete block.

FLOORS: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.

CEILING: Same materials as wall or floor. Minimum height - 8 feet. Frame - metal. Hinges - welded hinge pins. Locks - approved (equivalent to American 200 series) security locks and hasps.

CONNECTING DEVICES: Welded or otherwise installed so as to deter unauthorized entry.

WINDOWS/ OPENINGS: Expanded steel grating, anchored in metal frame, secured in same manner as door.

ALTERNATIVE: As an alternative to a security cage, a CONEX, dromedary, or similar heavy container which is sealed and locked with an approved (equivalent to American 200 series) lock, may be used in buildings which are locked, guarded or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

**NOTE B
TERMINAL SECURITY STANDARDS**

Carriers may utilize Closed Circuit Television (CCTV) in lieu of or to augment terminal security personnel if such use will provide equivalent or enhance observation of the shipment area protected and/or entry/exit control points under the following conditions:

- (a) Prior written approval of each proposed CCTV utilization.
- (b) The TV monitor will be continuously monitored when a shipment requiring protection is present in the terminal.
- (c) Terminal security personnel must be capable and available for immediate response to detached intrusions/incidents.
- (d) CCTV guidelines contained in FM 19-30, Appendix L apply.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 57
DUAL DRIVER PROTECTIVE SERVICE (DDPS)

Dual Driver Protective Service (DDPS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

(1) Definition and Requirement

DDPS is a service that provides the following:

- (a) Continuous responsibility, attendance and surveillance of a shipment through the use of two (dual) qualified drivers in the same linehaul vehicle, and includes the maintenance of a signature and tally record. Such attendance and surveillance shall forestall all inspections (except those performed by government enforcement agencies in their line of duty), tampering, pilfering, or sabotage. Also, insofar as humanly possible, safeguard against all manner of unusual circumstance, such as wreck, delay, flood or violent disturbances.
- (b) For the purposes of DDPS, unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is attended when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or in within 25 feet of the vehicle and has the vehicle within its constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments, designated by the carrier/terminal to attend the conveyance, aware of the sensitivity of material moving under DDPS, knowledgeable of the safety, security and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.

NOTE: Shipments transported in excess of 300 miles requiring Constant Surveillance Service, as defined in Item 56, shall be in attendance within 100 feet of the vehicle, as required by CSS.

- (c) For brief stops en route, ensure that the vehicle or shipment is attended.
- (d) When circumstances required lengthy stops en route, carrier will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 25 feet of the vehicle or shipment at all times; or, the shipment must be secured in an adequately lighted area that is surrounded by at least a 6 foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier to terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See Note A and Note B of Item 56).

NOTE: Shipments transported in excess of 300 miles requiring Constant Surveillance Service, as defined in Item 56, shall maintain full view and stay attendance within 100 feet of the vehicle, as required by CSS.

- (e) The maintenance of a Signature and Tally Record by the carrier is an integral part of DDPS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which DDPS is requested and provided. Both drivers are required to sign the Signature and Tally Record (DD Form 1907) when they assume initial responsibility for the shipment.
- (f) Single linehaul preferred.
- (g) No trip lease.

Issued: December 1, 2014

Effective: January 1, 2015

- (h) The vehicle conveying the shipment upon which DDPS is requested must remain connected with the power unit (tractor) during shipment except when stopped at the consignor/consignee for loading/unloading, at a carrier terminal for servicing, at a carrier designated point where the driver maintains continuous attendance and surveillance over the shipment while disconnected, at a state or local safe haven location which meets the terminal security standards of paragraph 1 (d), or, in emergencies, at a DOD safe haven or refuge location.
 - (i) Driver ID requirements, Carrier must ensure drivers employed to handle sensitive shipments requiring DDPS carry a valid drivers license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
 - (j) Carrier must be able to trace a shipment in less than 24 hours.
 - (k) Carrier or its agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed delivery date.
 - (l) Drivers moving shipments on which DDPS is requested will be instructed by the carrier on how to obtain safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs (1)(a) through (l),(k) herein.
- (2) Annotation
- When DDPS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:
- Dual Driver Protective Service Requested. Signature and Tally Record (DD Form 1907) furnished to carrier.□
- (3) Charges
- (a) In addition to all rates and charges for transportation, shipments for which DDPS is provided by carrier at shippers request will be subject to an additional charge of \$0.66 per mile, subject to a minimum charge of \$285.00. This includes the constant and specific surveillance while in transit from origin to destination, and the maintenance of a signature and tally record.
 - (b) Shipments requiring DDPS as provided herein shall be subject to unloading at the time of arrival at destination. Carrier shall provide reasonable direct transit, within regulations set forth by the Department of Transportation, and advise the consignee at the time of departure from origin the estimated arrival time. Shipments that can not be unloaded at the time of arrival where the carrier is required to provide continued DDPS until unloading begins, will be subject to an additional charge of \$80.00 per hour, 24 hours per day until the commencement of unloading.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 58
PROTECTIVE SECURITY SERVICE (PSS)

Carriers that have been cleared by the Defense Investigative Service and qualified by MTMC to transport SECRET shipments shall provide Protective Security Service (PSS) upon request of shipper, subject to the following definition, requirements and charges.

(1) Definition

PSS is a transportation protective service used for SECRET shipments which includes continuous attendance and surveillance of the shipment by qualified employees, the maintenance of a signature and tally record, and the use of two (dual) carrier drivers in the cab of the same vehicle who are cleared under the DOD Industrial Security Program. Such attendance and surveillance shall prevent all inspections (except those performed by government enforcement agencies in their line of duty), tampering, pilfering, or sabotage. Also, insofar as humanly possible, safeguard against all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.

(2) Requirements

(a) Notification and Annotation

When PSS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate Protective Security Service Requested. Signature and Tally Record (DD Form 1907) furnished to Carrier on the bill of lading. Both drivers are required to sign the DD Form 1907 when they assume responsibility.

(b) The trailer or conveyance containing the material upon which PSS is requested must always be connected with the power unit (tractor) during shipment except when stopped at the consignor/consignee for loading/unloading, at a carrier terminal for servicing, at a carrier designated point where the driver maintains continuous attendance and surveillance over the shipment while disconnected.

(c) The tractor moving a PSS shipment must contain a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contracting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.

(d) Signature and Tally Record. The maintenance of a signature and tally record by the carrier is an integral part of PSS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which PSS is requested and provided.

(e) Carriers providing PSS are subject to DOD DRIVER IDENTIFICATION REQUIREMENTS AND LEASED EQUIPMENT RESTRICTIONS.

(f) Stops En Route

(1) For brief stops en route, carriers will ensure that at least one of the drivers remain in the cab of the vehicle, or remain within 25 feet of the vehicle, provided the vehicle is within the drivers unobstructed view.

(2) When circumstances require more lengthy stops en route, carrier shall ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven, or, during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal employee must keep the shipment in view and stay within 25 feet of the vehicle or shipment at all times, or the shipment must be secured in a fenced and lighted area under the general observation of a qualified carrier or terminal employee at all times. As an alternative, the material may be placed in a security cage.

(g) Special procedures. If time or distance does not permit delivery during the same day of pickup, the special procedures outlined below will be followed by the carrier:

Issued: December 1, 2014

Effective: January 1, 2015

- (1) If the shipment remains in the transportation conveyance, at least one qualified carrier employee will maintain continuous attendance and surveillance of the shipment to prevent access by unauthorized persons. (See Paragraph (3)(b)).
- (2) When a SECRET shipment is unloaded from the vehicle during stopovers en route, it shall be under the constant surveillance of a cleared carrier representative or shall be placed in storage in a closed area, vault, or strong room as prescribed in the Defense Industrial Security Manual. In those cases in which SECRET shipments, such as a missile, may require outside storage, special protective measures shall be taken to include constant and continuous surveillance by at least one or more cleared carrier representatives. As an alternative, the material may be stored in a vault type structure approved by the Defense Investigative Service.
- (3) Charges
 - (a) In addition to all rates and charges for transportation, shipments for which PSS is provided by carrier at shippers request will be subject to an additional charge of \$0.98 per mile, subject to a minimum charge of \$475.00. This includes dual drivers, exclusive use of the vehicle, constant attendance and surveillance while in transit from origin to destination, maintenance of a signature and tally record, and the furnishing of a CB radio unit/mobile communications unit, and the maintenance of a signature and tally record.
 - (b) Shipments requiring PSS as provided herein shall be subject to unloading at the time of arrival at destination. Carrier shall provide reasonable direct transit, within regulations set forth by the Department of Transportation, and advise the consignee at the time of departure from origin the estimated arrival time. Shipments that can not be unloaded at the time of arrival where the carrier is required to provide continued PSS until unloading begins, will be subject to an additional charge of \$95.00 per hour, 24 hours per day, until through the commencement of unloading.

**ITEM 59
TRAVEL TIME-EXTRA DRIVER**

Linehaul transportation rates in this tariff do not include the services of more than one driver. Upon request of shipper, carrier will furnish an extra driver if operational considerations permit. Charges for the extra driver will be \$0.50 per mile and shall be in addition to all other applicable tariff charges.

NOTE: This item WILL NOT APPLY when carrier, for its own convenience, utilizes an extra driver.

**ITEM 60
INSURANCE-RELATED GENERAL INCREASE**

All shipments transported under the provisions of this tariff are subject to an Insurance-Related General Increase Surcharge equal to four (4.0%) percent of the applicable transportation charges.

The insurance-Related General Increase is to aid carrier's recovery of increased carrier liability insurance expenses and will apply for the period of time that this item remains in effect.

To determine the surcharge to apply, multiply the applicable transportation charge times 4.0%.

NOTE 1: The insurance-related surcharge revenue is to be shown separately from other revenue on carrier documentation for the purpose of identifying the amount as specific insurance-related revenue.

NOTE 2: Fractions obtained in the calculation of the Insurance-Related General Increase Surcharge will be disposed of as provided in Item 21 of this tariff.

**ITEM 70
FUEL RELATED INCREASE**

Upon fuel prices reaching 119.1 cents per gallon, carrier at its sole discretion, shall impose a fuel surcharge on all shipments tendered under this tariff. Surcharge will become effective the first Monday after fuel reaches 119.1 cents per gallon according to the Department of Energy.

Surcharge will be in accordance with the scale set forth below using the fuel price indicated by the department of Energy each Monday that fuel remains at or above 119.1 cents per gallon. At such time as the Monday call to the Department of Energy indicates a drop in fuel prices to below 119.1 cents per gallon the surcharge will cease effective the following Sunday. Surcharge shall be based on invoiced linehaul charges only.

Issued: December 1, 2014

Effective: January 1, 2015

<u>Cost Per Gallon</u>	<u>Surcharge</u>	<u>Cost Per Gallon</u>	<u>Surcharge</u>	<u>Cost Per Gallon</u>	<u>Surcharge</u>
up to 119.1	0.00%	214.1-219.0	15.70%	394.1-404.0	34.90%
119.1-124.0	0.80%	219.1-224.0	16.50%	404.1-414.0	35.90%
124.1-129.0	1.40%	224.1-229.0	17.30%	414.1-424.0	36.90%
129.1-134.0	2.00%	229.1-234.0	18.10%	424.1-434.0	37.90%
134.1-139.0	2.90%	234.1-244.0	18.90%	434.1-444.0	38.90%
139.1-144.0	3.70%	244.1-254.0	19.90%	444.1-454.0	39.90%
144.1-149.0	4.50%	254.1-264.0	20.90%	454.1-464.0	40.90%
149.1-154.0	5.30%	264.1-274.0	21.90%	464.1-474.0	41.90%
154.1-159.0	6.10%	274.1-284.0	22.90%	474.1-484.0	42.90%
159.1-164.0	6.90%	284.1-294.0	23.90%	484.1-494.0	43.90%
164.1-169.0	7.70%	294.1-304.0	24.90%	494.1-504.0	44.90%
169.1-174.0	8.50%	304.1-314.0	25.90%	504.1-514.0	45.90%
174.1-179.0	9.30%	314.1-324.0	26.90%	514.1-524.0	46.90%
179.1-184.0	10.10%	324.1-334.0	27.90%	524.1-534.0	47.90%
184.1-189.0	10.90%	334.1-344.0	28.90%	534.1-544.0	48.90%
189.1-194.0	11.70%	344.1-354.0	29.90%	544.1-554.0	49.90%
194.1-199.0	12.50%	354.1-364.0	30.90%	554.1-564.0	50.90%
199.1-204.0	13.30%	364.1-374.0	31.90%	564.1-574.0	51.90%
204.1-209.0	14.10%	374.1-384.0	32.90%	574.1-584.0	52.90%
209.1-214.0	14.90%	384.1-394.0	33.90%	584.1-594.0	53.90%

NOTE: For prices above 594.0 cents per gallon, the surcharge percentage shall be increased by one (1%) percent for each ten (\$0.10) cent increase.

ITEM 71**WAREHOUSE RECEIPT**

(Contract Terms and Conditions of Warehouse Receipt)

ACCEPTANCE - Sec. 1

- (a) This contract is accepted by all shippers under this tariff whose goods require storage.

TENDER FOR STORAGE - Sec. 2

- (a) The word "lot" as used herein means the unit or units of goods for which a separate account is to be kept by the warehouseman. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge.
- (b) The warehouseman undertakes to store and deliver goods only in the packages in which they are originally received.

STORAGE PERIOD - Sec. 3

- (a) All goods are stored on a month-to-month basis, unless otherwise provided. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months, but if there be no corresponding date in the next succeeding calendar month it shall extend to and include the last day of that month. When the last day of a final storage month falls on Sunday or a legal holiday, the storage month shall be deemed to expire on the next succeeding business day.
- (b) Except where other procedure is provided by the warehouse receipts act, the warehouseman may, upon written notice to the storer of record and to any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person to be notified.

Issued: December 1, 2014

Effective: January 1, 2015

INSURANCE STORAGE RATES, EXPIRATION AND TRANSFERS - Sec. 4

- (a) All charges for storage are on a month-to-month basis unless otherwise provided. Charges for any particular lot shall begin at the receipt of the first unit of that particular lot in store and shall continue and include the storage month during which the last unit of the particular lot is delivered. Charges shall be made on the basis of the maximum number of units in any particular lot in store during a storage month. All charges for storage are due on the first day of a storage month and all other charges are due when incurred.
- (b) Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by him, and all charges up to the time transfer is made are chargeable to the storer of record. If a transfer involves re-handling the goods, it will be subject to a charge.
- (c) The warehouseman reserves the right to move, at his own expense, any goods in storage from any room of the warehouse in which they may be stored to any other of his rooms or warehouses;
- (d) Goods are not insured nor do storage rates include insurance unless so specified in writing.

HANDLING - Sec. 5

- (a) The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.
- (b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.
- (c) Labor and materials used in loading vehicles are chargeable to the depositor.
- (d) When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.
- (e) The warehouseman shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars, trailers or other containers for outbound shipment unless warehouseman has failed to exercise reasonable care.

DELIVERY REQUIREMENTS - Sec. 6

- (a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete written instructions. Written instructions shall include, but are not limited to, fax, email, or similar communication, provided warehouseman has no liability when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.
- (b) When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

EXTRA SERVICES (SPECIAL SERVICES) - Sec. 7

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.
- (b) Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge.
- (c) Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.

Issued: December 1, 2014

Effective: January 1, 2015

- (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.
- (e) Communication expense including postage, teletype, telegram, or telephone will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States mail.

MINIMUM CHARGES - Sec. 8

A minimum charge will be assessed for storage, handling and other services.

LIABILITY AND LIMITATION OF DAMAGES - Sec. 9

- (a) THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE OR FOR WHICH NO EXCEPTIONS TO DAMAGE AT DELIVERY ARE TAKEN.
- (B) DEPOSITOR, WHETHER PRINCIPAL OR AGENT, STORING EXPLOSIVES OR DANGEROUS GOODS, SHALL BE LIABLE FOR AND INDEMNIFY THE WAREHOUSE AGAINST ALL LOSS AND DAMAGE CAUSED BY SUCH GOODS AND SUCH GOODS MAY BE WAREHOUSED AT OWNER'S RISK.
- (C) GOODS ARE NOT INSURED BY THE WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED.
- (D) WAREHOUSEMAN'S LIABILITY FOR LOSS OF OR DAMAGE TO GOODS STORED PURSUANT TO THIS ITEM SHALL BE SUBJECT TO THE SAME TERMS, CONDITIONS, AND LIMITATIONS, AS THE TRANSPORTATION BY WHICH THE GOODS ARE DELIVERED INTO STORAGE.
- (E) WHERE LOSS OR INJURY OCCURS TO STORED GOODS FOR WHICH THE WAREHOUSEMAN IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN-UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR INJURY TO THE GOODS.

NOTICE OF CLAIM AND FILING OF SUIT - Sec. 10

- (a) No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine (9) months after delivery by warehouseman or within nine (9) months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (b) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by warehouseman.

LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 11

Warehouseman shall not be liable for any loss of profit or special, indirect or consequential damages of any kind.

LIABILITY FOR MIS-SHIPMENT - Sec. 12

If warehouseman negligently mis-ships goods, the warehouseman shall pay the reasonable transportation charges incurred to return the mis-shipped goods to the warehouse. If the consignee fails to return the goods, warehouseman's maximum liability shall be for the lost or damaged goods as specified in Section 9 above, and warehouseman shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the depositor or another.

MYSTERIOUS DISAPPEARANCE - Sec. 13

Warehouseman shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless depositor establishes such loss occurred because of warehouseman's failure to exercise the care required of warehouseman under Section 9 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by depositor of conversion must be established by affirmative evidence that the warehouseman converted the goods to the warehouseman's own use.

RIGHT TO STORE GOODS - Sec. 14

Depositor represents and warrants that depositor is lawfully possessed of the goods and has the right and authority to store them with warehouseman. Depositor agrees to indemnify and hold harmless the warehouseman from all loss, cost and expense (including reasonable attorneys' fees) which warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by warehouseman or others, respecting depositor's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to warehouseman's lien.

Issued: December 1, 2014

Effective: January 1, 2015

ACCURATE INFORMATION - Sec. 15

Depositor will provide warehouseman with information concerning the stored goods which is accurate, complete and sufficient to allow warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the stored goods. Depositor will indemnify and hold warehouseman harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which warehouseman pays or incurs as a result of depositor failing to fully discharge this obligation.

SEVERABILITY AND WAIVER - Sec. 16

- (a) If any provision of this receipt, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby, but shall remain in full force and effect.
- (b) Warehouseman's failure to require strict compliance with any provision of the Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance with that or an other provision(s) of this Warehouse Receipt.
- (c) The provisions of this Warehouse Receipt shall be binding upon the depositor's heirs, executor, successors and assigns; contain the sole agreement governing goods stored with the warehouseman; and cannot be modified except by a writing signed by warehouseman.

**ITEM 72
INVOICE PACKAGE AND DOCUMENT CHARGE**

Carrier's standard invoicing package shall consist of an invoice only. Copies of scanned original supporting paperwork are available for download at no charge from Carrier's website. The URL and PIN numbers will be printed on each invoice.

When hard copies of supporting paperwork are requested or required for proof of delivery or any other reason by the consignee, consignor, or any other interested party, a charge of \$15 per contract number shall apply.

**ITEM 73
BEYOND CHARGE**

This item applies only to shipments tendered under contract carriage agreements with published linehaul rates which reference Tariff H302. It does not apply to shipments tendered under contract carriage agreements whose linehaul rates are expressed as a percentage discount off of Tariff H302. It also does not apply to shipments registered under Tariff H302.

Shipments weighing or rated at 5600 pounds or less shall be subject to a charge of \$45 for each origin zip code identified as a "beyond" point and \$45 for each destination zip code identified as being a "beyond" point. **A listing of "beyond" zip codes is available from the carrier upon request.**

Note 1: The charge does not apply to extra stop-offs occurring within the zip codes identified as "beyond" points.

Note 2: When Item 125 Impracticable Operations is applicable to an individual shipments origin or destination, that specific origin or destination shall be exempt from the charge.

**ITEM 74
RADIUS OF NAMED POINTS**

Unless specifically modified herein or in a contract carriage agreement which uses this tariff as a governing publication, the application of a named point rate shall apply to all geographic points within the named point's 3-digit zip code or codes.

Examples:

If Chicago, IL were used as a named point, the rates would apply to any location within the 606 zip code.

If Los Angeles, CA were used as a named point, the rates would apply to any location within the zip codes 900-901.

Issued: December 1, 2014

Effective: January 1, 2015

THIS PAGE RESERVED FOR FUTURE USE

Issued: December 1, 2014

Effective: January 1, 2015

SECTION 2
 ADDITIONAL SERVICES
 SEE ITEM 1000 FOR ABBREVIATIONS AND REFERENCE MARKS

APPLICATION OF ADDITIONAL SERVICES

ADDITIONAL SERVICES NOT PROVIDED HEREIN WILL BE SUBJECT TO THE RULES, REGULATIONS AND CHARGES AS PUBLISHED IN LOCAL AND REGIONAL TARIFFS WHERE THE SERVICES ARE PERFORMED.

UPON REQUEST OF SHIPPER OR CARRIER AGENT, CARRIER WILL PRESENT THESE LOCAL CHARGES FOR BILLING IN ACCORDANCE WITH ITEM 35, ADVANCE CHARGES, HEREIN.

ITEM 101
GEOGRAPHIC APPLICATION OF RATES

SCHEDULE A: Applies to all points not provided in Schedule B herein.

SCHEDULE B: Applies only when service is provided at points subject to the following 3 Digit Zip Codes:

Arizona	850, 851, 852, 853, 856 and 857
California	900 through 921, 926 through 928, 940, 941, 943 through 951, and 962 through 966
Connecticut	060, 061, 064, 065, 066, 068 and 069
Delaware	197 through 199
District of Columbia	200 through 205
Illinois	600 through 607
Maryland	207 through 214
Massachusetts	017 through 027
Michigan	480 through 483
Nevada	889, 890, 891, 894, 895 and 897
New Hampshire	030 and 031
New Jersey	070 through 081, and 088 and 089
New Mexico	870, 871, 872 and 875
New York	090 through 098 and 100 through 119
North Carolina	280, 281 and 282
Ohio	440 and 441
Oregon	970 through 972
Pennsylvania	189 through 193
Rhode Island	028 and 029
South Carolina	293, 296 and 297
Washington	980 through 987

ITEM 115
STOPOFFS

Applies for each stop or call, at one or more places, necessary for making additional pickups after the original pickup, or additional deliveries prior to the final delivery. The charge for each extra stop or call shall be:

\$ 75.00 each, for the first and second extra stop or call

\$125.00 each, for each additional extra stop or call after the first and second

NOTE: Shipments with extra pickups and/or deliveries within a Campus Style Stopoff Location shall not be subject to the charges of this item. In lieu thereof, Item 220, On Site Service Charge, shall apply for the total time, subject to the allotted free time, required to complete the original pickup and the extra pickup(s) [or the extra delivery(s) and the final delivery].

Issued: December 1, 2014

Effective: January 1, 2015

**ITEM 120
EXTRA LABOR**

1. Labor charges cover all services for which no charges are otherwise provided in this tariff, when such services are requested by shipper or its agent.
2. Regular Time or Overtime labor charges as defined in notes below, apply on an hourly basis per man at point where such service is performed.

	REGULAR TIME	OVERTIME
SCHEDULE A	\$41.65	\$61.25
SCHEDULE B	\$54.60	\$80.00

NOTE 1: Extra Labor rates are subject to a 3-hour minimum.

NOTE 2: Regular Time applies Monday through Friday, 8:00 AM to 5:00 PM.

NOTE 3: Overtime applies to all times other than Regular Time, and anytime on Saturday, Sunday, and Holidays.

**ITEM 125
IMPRACTICABLE OPERATIONS/AUXILIARY SERVICE
VAN CHARGE**

Necessary for pickup or delivery, pursuant to the provisions of Item 33, applies per vehicle:

SCHEDULE A	\$41.75 PER HOUR
SCHEDULE B	\$62.50 PER HOUR

LABOR CHARGE

	REGULAR TIME	OVERTIME
SCHEDULE A	\$41.65	\$61.25
SCHEDULE B	\$54.60	\$80.00

NOTE 1: Auxiliary Service subject to a 3-hour minimum.

NOTE 2: Labor Charges, Regular Time, applies Monday through Friday, 8:00 AM to 5:00 PM.

NOTE 3: Labor Charges, Overtime, applies to all times other than Regular Time; and anytime on Saturday, Sunday, and Holidays.

**ITEM 150
REPOSITIONING**

RATE PER MILE

Empty miles traveled at request of shipper (Subject to Item 27)	\$ 1.40
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**ITEM 175
OVERTIME LOAD/UNLOAD**

Except as otherwise provided for and subject to applicable notes below, an additional charge for each overtime loading or each overtime unloading shall apply at point where such service is performed when service is performed on Saturdays, Sundays, Holidays or between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays when this service is made necessary by landlord requirements, or is required by prevailing laws and ordinances, or is rendered at the specific request of shipper or its agent. (See Item 44 for definition of holidays.)

Issued: December 1, 2014

Effective: January 1, 2015

Straight Time: Monday through Friday, 8:00 AM to 5:00 PM

Overtime: All times Monday thru Friday other than stated in Straight Time
All times on Saturdays, Sundays and Holidays

WEIGHT (IN POUNDS)	CHARGE
1 - 2100	\$ 83.50
2101 - 5000	\$125.00
5001 - 8000	\$210.00
8001 - 12000	\$295.00
12001 and over	\$420.00

NOTE 1: Charges shall be based on the actual weight, or the constructed weight of the shipment as determined by Item 5, Special Transportation Services, whichever is greater.

NOTE 2: Overtime loading or unloading charges will not apply when service is performed for carrier's convenience.

NOTE 3: Overtime loading or unloading services will be rendered only at the option of the carrier.

ITEM 190
RELEASED VALUE
(VALUATION CHARGES)
(Subject to Items 1 and 3)

The transportation rates and charges named in SECTION 3 of this tariff WILL APPLY on shipments when released at a value not exceeding the following: \$.60 per pound per article* for shipments consisting of objects of art, art exhibits, antiques or antique reproductions, jet skis, motorcycles, all-terrain vehicles, snowmobiles, scooters, trikes, golf carts, used commercial or institutional fixtures, \$2.50 per pound per article* subject to a maximum liability of \$2500 per shipment for shipments consisting of new products**, and \$5.00 per pound per article* for all other commodities not specifically mentioned. The transportation rates and charges named in SECTIONS 3O, 4, 4O of this tariff WILL APPLY on shipments when released at a value not exceeding \$.60 per pound per article.

**Released Value and
Liability Limitations**

**Transportation
Rate Bases**

Released to a value not exceeding the limits set forth above for the actual weight of any article or articles* in a shipment.

Base Transportation rate.

Released to a value exceeding the limits set forth above for Section 3 or to a value exceeding \$.60 per pound per article* for Sections 3O, 4, 4O.

Base transportation rate plus a valuation charge of \$.50 for each \$100, or fraction thereof, of the released value of the entire shipment for Section 3 subject to a \$35 minimum charge per shipment or \$.70 for each \$100, or fraction thereof, of the released value of the entire shipment for Sections 3O, 4, 4O, subject to a \$35 minimum charge per shipment.

* - For these purposes, the term "article" or "articles" means that each shipping piece or package and contents thereof, as tendered to the carrier, shall constitute one article. However, the total component parts of any article taken apart or knocked down by the carrier for packing, handling, or loading in vehicle, shall constitute one article.

** - For these purposes, the term "new products" shall mean new furniture, new office fixtures, new commercial and institutional fixtures, new household fixtures and appliances, and new household and office furnishings.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 215**SPECIAL SERVICES (CLIMATIC CONTROL SERVICE)**

A charge of \$0.60 per mile will apply (subject to a minimum additional charge of \$275.00 and a maximum additional charge of \$1,375.00) on shipments requiring such service during loading, while in transit and when unloading. Such charge is based on the mileage from origin to destination and applies in addition to all other applicable rates and charges in this tariff.

- A. Climatic Control Service shall be rendered by insulated units equipped with air-ride suspension and mechanical units with self-contained power supply providing refrigeration, heating and humidity control service.
- B. The transportation charge will be based on a 10,500 pound minimum (subject to Note 3), or actual weight, whichever is greater. If exclusive use of the vehicle is ordered, the transportation charge will be based on 7 pounds per cubic foot of vehicle space ordered or actual weight, whichever is greater (subject to Note 2).
- C. Subject to availability of equipment, carrier will furnish Climatic Control units when requested by the shipper.
- D. The equipment and vehicle offering Climatic Control Service is such that carrier cannot guarantee to maintain any specific degree or range of degrees of temperature or humidity control within such vehicle. The carrier makes no representations or holding out hereunder with respect to the maintenance by them of any specific degree or range of degrees of temperature or humidity control within such vehicles.

NOTE 1: Storage-in-transit cannot be applied to shipments moving under this item.

NOTE 2: When exclusive use of a vehicle is ordered, the bill of lading must be signed by the shipper or its agent indicating that such specific service was ordered

NOTE 3: If the actual weight of the shipment is less than the 10,500 pound minimum and exclusive use of the vehicle is not ordered, the carrier will provide the maximum of 1,500 cubic feet for said shipment.

ITEM 219**ATTEMPTED PICKUP/CANCELLATION/
ATTEMPTED DELIVERY FEE**

Subject to Item 36, the following charges apply for attempted pickups, deliveries or cancellations:

WEIGHT (IN POUNDS)	CHARGE
1 - 2100	\$ 83.50
2101 - 5000	\$125.00
5001 - 8000	\$210.00
8001 - 12000	\$295.00
12001 and over	\$420.00

NOTE: Charge shall be based on the actual weight, or the constructed weight of the shipments as determined by Item 5, Special Transportation Services, whichever is greater.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 220
ON-SITE SERVICES (LOAD AND DELIVERY APPLICATION)

Linehaul transportation rates provided in this tariff, for shipments accessible to the carrier's over-the-road linehaul vehicle, include loading within the allotted time stated herein. For full service shipments the allotted time includes the total time to provide the loading services required by the customer; including, but not limited to, preparation of the shipment for transportation, inside pickup from the original resting place and the loading of the shipment onto the carrier's vehicle. See PART A for Section 3, Full Service shipments. For Dock to Dock shipments the allotted time includes the total time to provide the loading services required by the customer from the consignor's dock at point of origin. See PART B for Section 4, Dock-to-Dock shipments.

Linehaul transportation rates provided in this tariff, for shipments accessible to the carrier's over-the-road linehaul vehicle, include unloading within the allotted time stated herein. For full service shipments the allotted time includes the total time to provide the delivery services required by the customer; including, but not limited to, preparation of the shipment for delivery, such as uncartoning and placing the debris in an on-site disposal receptacle at the consignee's facility, unloading from the carrier's vehicle, and inside delivery to the final resting place. See PART A for Section 3, Full Service shipments. For Dock to Dock shipments the allotted time includes the total time to provide the unloading services required by the customer to the consignee's dock at point of destination. See PART B for Section 4, Dock-to-Dock shipments.

PART A - SECTION 3 (Full Service)

WEIGHT (IN POUNDS)	ON SITE SERVICES TIME (IN MINUTES)
1 - 2100	60
2101 - 5000	120
5001 - 8000	180
8001 - 12000	240
12001 and over	360

NOTE A1: The time provided herein is total person minutes. For example, a 2,100 pound shipment is allocated 60 free minutes. If a driver and co-driver/helper is present, this is calculated as 30 minutes per person.

NOTE A2: Shipments requiring the use of a Crane Van, when transported at the minimum weight of 4,200 pounds, will be subject to a minimum On Site Services Time of 90 minutes (total person minutes).

NOTE A3: Free time included in the item is based on the actual weight of the shipment.

NOTE A4: Linehaul transportation rates provided in this section include the services of the van crew (up to 2) for the total time stated above.

FOR EXAMPLE: A shipment, weighing up to 2,100 pounds, requiring the services of a driver and a helper will be subject to a total free time of 60 minutes, or 30 minutes per person. If this same shipment required the services of a driver only, the same 60 minutes free times applies.

The On-Site Services charge for loading and/or unloading time that exceeds the free time allotted above will be subject to the following hourly charge:

Van, Driver and Helper	\$140.00 per hour, or fraction thereof
Van and Driver	\$ 70.00 per hour, or fraction thereof
NOTE: Subject to a 30 minute minimum.	

NOTE A5: Shipments requiring the use of additional labor will be subject to Extra Labor, Item 120, for the total loading or unloading time. There is no free time for Extra Labor.

Issued: December 1, 2014

Effective: January 1, 2015

NOTE A6: Shipments requiring the use of a Crane or Liftgate trailer will be subject to the application of this Section. Section 4 will not apply to shipments requiring the use of a Crane or Liftgate trailer.

NOTE A7: This item will not apply when Item 125, Auxiliary Service, applies.

NOTE A8: Shipments not loaded and/or unloading on the scheduled or actual load/unload day will be subject to Item 221, Layover.

PART B - SECTION 4 (Dock-to Dock Service)

WEIGHT (IN POUNDS)	ON SITE SERVICES TIME (IN MINUTES)
1 - 2100	30
2101 - 5000	60
5001 - 8000	90
8001 - 12000	120
12001 and over	180

NOTE B1: The time provided herein is total person minutes for a driver only. For example, a 2,100 pound shipment is allocated 30 free minutes.

NOTE B2: Free time in this item is based on the actual weight of the shipment.

NOTE B3: Linehaul transportation rates provided in this section include the services of the van crew (driver only) for the total time stated above.

FOR EXAMPLE: A shipment weighing 7,500 pounds includes a total free time of 90 minutes. The On-Site Services charge for loading and/or unloading time that exceeds the free time allotted above will be subject to the following hourly charge:

Van and Driver \$70.00 per hour, or fraction thereof

NOTE: Subject to a 30 minute minimum.

NOTE B4: Shipments requiring the use of additional labor will be subject to Extra Labor, Item 120, for the total loading or unloading time. There is no "free" time for Extra Labor.

NOTE B5: Section 4 does not apply for shipments requiring the use of a Crane or Liftgate trailers. See Section 3.

NOTE B6: This item will not apply when Item 125, Auxiliary Service, applies.

NOTE B7: Shipments not loaded and/or unloaded on the scheduled or actual load/unload day will be subject to Item 221, Layover.

NOTE 1: When due to no disability, fault, or negligence on the part of the carrier the loading or unloading is delayed beyond the allotted free time stated herein, the hourly On-Site Service charge provided herein shall apply through the completion of the loading or unloading. The allotted time (see Computation of Time) stated herein shall begin when the carrier is on site and notifies the customer the carrier is available for loading or unloading through the completion of the loading or unloading.

Issued: December 1, 2014

Effective: January 1, 2015

Computation of Time

The time consumed in loading and or unloading shall be computed from the time of arrival until the time of departure of the vehicle. The time of arrival shall be defined as the time the driver gives proper notification to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading, as the case may be. The time of departure shall be defined as the time the driver has completed the loading or unloading as required by the consignee.

NOTE 2: When loading or unloading is not completed at the end of the day, or other agreed time, the computation of time will be resumed at the beginning of the next day, or other agreed time, not later than 8:00 AM. Shipments not loaded or unloaded on the scheduled arrival day where the carrier is required to return the next day, or an agreed later day, will be subject to Item 221, Layover. If loading or unloading is not completed on the next day and the carrier is requested to return on a later day, the On-Site Service Charge shall apply between the hours of 8:00 AM and 5:00 PM for all days the carrier is detained to complete the loading or unloading.

NOTE 3: Shipments with Stopoffs, see Item 7 and Item 115, shall be allotted the total free time as the combined time required for each stopoff. For example, if the allotted free time is 90 minutes, the total time consumed in loading the original stop, plus the time required to load the extra pickup(s) [or unloading the extra delivery(s) and unloading the final delivery] shall be totaled. If this total time exceeds the allotted free time [90 minutes], the On Site Charge stated herein shall apply; in addition to the Stopoff charge provided in Item 115. Exception: See Item 115, Campus Style Stopoff Locations.

**ITEM 221
LAYOVER**

A Layover Charge of \$375.00 shall apply for shipments not loaded or unloaded on the scheduled service day when the carrier is requested/required to return the following day to complete the loading or unloading. This charge shall apply for each night the Carrier is asked to layover.

FOR EXAMPLE: The carrier is scheduled to perform, and has confirmed notification, loading or unloading of a 13,500 pound shipment at 8:00 AM. The loading or unloading is not completed on the scheduled day. The carrier is released at 5:00 PM and is requested to return the following day at 8:00 AM. The loading or unloading is completed at 11:00 AM.

The total time required to perform the loading or unloading is 12 hours, 8:00 AM through 5:00 PM plus 8:00 AM through 11:00 AM. The allotted free time is 6 hours (360 minutes). The billable time is 6 hours at \$129.20 per hour, \$775.20. The Layover Charge (\$375.00) shall apply in addition to this On Site Service Charge.

Issued: December 1, 2014

Effective: January 1, 2015

**ITEM 222
DAY/TIME SPECIFIC SERVICES**

When required or requested by shipper, carrier shall perform either:

- (A) On-day specific pick-ups or deliveries, meaning pick-up or delivery service on a single day specified by shipper or,
- (B) A 4-hour window specified by the shipper or,
- (C) On-time specific pick-ups or deliveries, meaning pick-up or delivery service at a specific time indicated by shipper,

for shipments weighing or rated at 5,600 pounds or less pursuant to the following parameters and, rates or charges:

Note 1: Charges apply in addition to linehaul charges.

Daily Service Areas:

On-day charge	\$75.00
Charge for "4-hour" window	\$100.00
On-time charge	\$150.00

Non-daily Service Areas:

A round trip mileage charge shall apply from carrier's servicing Distribution Center to shipment origin or destination and back to the servicing Distribution Center.

Rate per round trip mile	\$1.30
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**ITEM 223
STORAGE RATES**

Storage charges are in dollars and cents per 100 pounds and apply on the constructed weight of the shipment, subject to a 1000 pound minimum. See Item 5 notes (b) and (c) for constructed weight provisions. For valuation to apply for shipments in storage see Item 71

Note 1: Storage rates stated per each 30 days or fraction thereof.

Note 2: Warehouse handling is a one-time charge.

Note 3: For Pick-up into storage or delivery out from storage see Item 17, Note e.

Note 4: Rates apply on materials which are rackable. Non-rackable materials will be quoted on a case-by-case basis.

	<u>Rate per 100 pounds</u>
Storage	\$9.10
Warehouse handling	\$9.20

**ITEM 224
UNCARTONED/UNCRATED FURNITURE SURCHARGE**

Shipments containing any uncartoned/uncrated furniture shall be subject to a surcharge of \$50.00 per shipment.

**ITEM 225
SET-OFF HANDLING**

This Item shall apply when a shipment, not due to the cause or fault of the Carrier, must be set off at an STI agent because of a change in delivery. This rate includes holding of the shipment for not more than five (5) calendar days.

Carrier's liability for loss of or damage to goods setoff or held pursuant to this Item shall be subject to the same terms, conditions, and limitations as the transportation under which the goods were transported to the setoff facility.

- NOTES:**
- 1) This Item will apply in addition to Diversion if the shipment diverts after it has been setoff under the terms of this Item.
 - 2) If the shipment subsequently goes into storage, Storage and Warehouse handling charges shall apply in lieu of this Item.

Charge: \$5.40 per billable cwt, subject to a \$45 min. charge.

Issued: December 1, 2014

Effective: January 1, 2015

THIS PAGE RESERVED FOR FUTURE USE

Issued: December 1, 2014

Effective: January 1, 2015

SECTION 3, 30
TRANSPORTATION RATES
SEE ITEM 10000 FOR ABBREVIATIONS AND REFERENCE MARKS

PART A - APPLICATION OF RATES

For Section 3 Rates Apply On:

SHIPMENTS released to a value not exceeding the limits set forth in Item 190, Part 1. When shipment is released to a value exceeding the limits set forth in Item 190, Part 1, apply rates as set forth in Item 190, Part 2, Additional Services.

For Section 30 Rates Apply On:

SHIPMENTS released to a value not exceeding \$.60 per pound per article. When shipment is released to a value exceeding \$.60 per pound per article, apply rates as set forth in Item 190, Part 2, Additional Services.

SHIPMENTS TRANSPORTED: BETWEEN POINTS WITHIN THE CONTIGUOUS UNITED STATES.

RATES IN PART A OF THIS SECTION ARE PUBLISHED IN ELECTRONIC FORMAT AND APPLY ON SHIPMENTS CONSISTING ENTIRELY OF ARTICLES REQUIRING FULL SERVICE.

NOTE 1: Rates in Part A are in dollars and cents per 100 pounds applied to actual weight, subject to a minimum charge. They include loading and unloading and the actual movement or transportation of property from origin to destination, but do not include Additional Services and Charges shown in Section 2.

NOTE 2: Rates include the actual handling and transportation of each article in a shipment from the original resting place of such article at point of origin, whether within a building or elsewhere, to the final resting place of such article at destination, whether within a building or elsewhere, when such original and final resting places are safe and accessible to carrier's personnel or representatives handling such articles, but do not include Additional Services and Charges shown in Section 2.

Issued: December 1, 2014

Effective: January 1, 2015

SECTION 4, 40
TRANSPORTATION RATES
SEE ITEM 10000 FOR ABBREVIATIONS AND REFERENCE MARKS

PART B - APPLICATION OF RATES

Rates Apply On:

SHIPMENTS released to a value not exceeding \$0.60 per pound per article. When shipment is released to a value exceeding \$0.60 per pound per article, apply rates as set forth in Item 190, Section 2, Additional Services.

SHIPMENTS TRANSPORTED: BETWEEN POINTS WITHIN THE CONTIGUOUS UNITED STATES.

RATES IN PART B OF THIS SECTION ARE PUBLISHED IN ELECTRONIC FORMAT AND APPLY ON SHIPMENTS CONSISTING ENTIRELY OF ARTICLES REQUIRING DOCK-TO-DOCK SERVICE.

NOTE 1: Rates in Part B are in dollars and cents per 100 pounds applied to actual weight, subject to a minimum charge. They include loading and unloading and the actual movement or transportation of property from origin to destination, but do not include Additional Services and Charges shown in Section 2.

NOTE 2: Rates include the actual handling and transportation of each article in a shipment from a dock at point of origin, to a dock at point of destination, but do not include Additional Services and Charges shown in the Section 2. A dock is defined as a dock or platform directly accessible to the carrier's vehicle. This Section may apply if the origin or destination facility does not have a dock and the carrier is not required to provide loading or unloading assisting devices, such as a lift gate trailer or a crane trailer. For example, the carrier can make the shipment available at the end of the trailer, as long as the carrier can safely move the shipment from and to the end of the trailer.

Issued: December 1, 2014

Effective: January 1, 2015

ITEM 10000
EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS
For Standard Use Throughout This Tariff

ADD or ADD'L	Additional	MIN.	Minimum
A.M. or a.m.	Ante Meridian	NO.	Number
COD	Collect on Delivery	O/T	Overtime
CONC	Concluded	PACK./UNPACK	Packing or Unpacking
CONT	Continued	P/D	Pickup or Delivery
CWT	Hundredweight	PK	Packing
d/b/a/	Doing Business As	P.M. or p.m.	Post Meridian
EA	Each	REG	Regular
EAN	Except As Noted	S/C	Stair Carry
ELV.	Elevator	SCAC	Standard Carrier Alpha
EX. P/D	Extra Pickup or Delivery		Code. A four-letter alpha
HGB	Household Goods		code assigned to each
	Carriers' Bureau		carrier by the National
	Committee		Motor Freight Traffic
I & S	Investigation and		Association to identify
	Suspension		carrier
ICC	Interstate Commerce	SCH.	Schedule
	Commission	SIT	Storage-in-Transit
Inc	Inclusive	Thru	Through (Inclusive)
Jct	Junction	Transp.	Transportation
LB(S)	Pound(s)	UN/PK	Unpacking
L/C	Long Carry	W/H	Warehouse Handling
Load/Unload	Loading or Unloading	W/T	Waiting Time

REFERENCE MARKS

<u>d</u>	Denotes DELETION
<u>A</u>	Denotes INCREASES
<u>R</u>	Denotes REDUCTIONS
<u>N</u>	Denotes NO CHANGE in rates
<u>C</u>	Denotes CHANGE which result in neither increases nor reductions in charges.