# **STB NMF 100-A0**

# NMFC® National Notor Freight Classification®

# Supplement 1 to NMF 100-A0

(Supplement 1 contains all changes)

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Carriers and other transportation companies who use or refer to any provisions of the National Motor Freight Classification<sup>®</sup> are required to be bona fide participants in the Classification.

# TABLE OF CONTENTS

#### SUBJECT

## PAGE(S)

Participating Member Interstate Carriers Participating Broker Licensees Cumulative List of Items and Numbered Packages in Supplements	2
Index to Articles	3
Rules	
Classification of Articles	.6-9
Specifications for Numbered Packages	)-11
Procedures Governing the Investigation and Disposition of Freight Claims for Loss or Damage	2-15
Standard Form for Presentation of Loss or Damage Claims	16
Procedures Governing Overcharge Claims, Unidentified or Duplicate Payments Involving the Transportation of Property by Motor Carriers of Household Goods, Motor Carriers Participating in the Noncontiguous Trade and Freight Forwarders Subject to 49 USC Subtitle IV, Part B	7-18
Procedures Governing Billing Disputes	19
Standard Form for Presentation of Billing Disputes or Overcharge Claims	20
Procedures Governing Interline Settlements	1-25
Explanation of Abbreviations and Reference Marks	26

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#### PARTICIPATING MEMBER INTERSTATE CARRIERS

The following NMFTA member carriers are participants in or licensed to participate in this Classification for interstate, intrastate and foreign commerce under authority of powers of attorney issued to National Motor Freight Traffic Association, Inc., Agent or licenses issued by the National Motor Freight Traffic Association, Inc. The provisions of this Classification are limited to intrastate application within the states where the carrier is authorized to operate.

SCAC CARRIER NAME and I	OMICILE	U.S. DOT Number	MC Number
⊕★FLAN Flo Trans., Flo Transportation, Inc., d/b/a, Chicago, IL		948937	406699
⊕★GRDL Gordon Logistics LLC, Mansfield, MA		1036746	430894
LMEL ALME, LME Inc. d/b/a, Roseville, MN		927043	400053
⊕★MVSO Maravillas Transportation LLC, Wilmington, CA		2567857	897008
⊕★MKOP Marko Transport Inc , Sauk Village, IL		1656126	609281
⊕★SXCY Syrtex Corp, East Syracuse, NY		2050086	730133
⊕★TSTN Thom Sawyer Transportation Services, Inc, Stockbridge, G	Α	1046721	437798

#### **PARTICIPATING BROKER LICENSEES**

The following interstate brokers are licensed to participate in this Classification under authority of powers of attorney issued to National Motor Freight Traffic Association, Inc., Agent or licenses issued by the National Motor Freight Traffic Association, Inc. The participation of each broker named herein is limited, on interstate, intrastate and foreign commerce, to provisions of this Classification applying on the articles and commodities for which the broker is authorized to arrange transportation.

SCAC	BROKER NAME and DOMICILE	U.S. DOT Number	MC or FF Number
⊕★FLII	FLI, Inc., Overland Park, KS	2222050	298002
▲SCIS	SCL Inc., Roseville, MN	2504419	865819

						TO NMF 100-AO		S IN SUPPLE		-	
				and numbered µ	backage		-	d, amended or		-	
ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP
183-A	1	70251-A	1	111755-A	1	182600-A	1	300160-A	1	400600-A	1
685-A	1	★70252	1	111760-A	1	182601-A	1	300170-A	1	400700-A	1
4800-A	1	70680-A	1	112540-A	1	182602-A	1	300300-A	1	400800-A	1
17310-A	1	70681-A	1	112542-A	1	182603-A	1	300310-A	1	400900-A	1
23700-A	1	★70682	1	114112-A	1	182604-A	1	300320-A	1	401000-A	1
23701-A	1	74800-A	1	116030-A	1	182605-A	1	300330-A	1	401100-A	1
<b>★</b> 23702	1	74801-A	1	116031-A	1	182635-A	1	300340-A	1	401200-A	1
34282-A	1	79070-A	1	116033-A	1	185653-A	1	300350-A	1	401300-A	1
35040-A	1	79080-A	1	<b>★</b> 116034	1	<b>★</b> 185665	1	300360-A	1	401400-A	1
35042-A	1	80440-A	1	118250-A	1	300100-A	1	300370-A	1	401500-A	1
35043-A	1	80441-A	1	118252-A	1	300105-A	1	300380-A	1	401600-A	1
35044-A	1	80442-A	1	118253-A	1	300110-A	1	300500-A	1	401700-A	1
35810-A	1	80443-A	1	118255-A	1	300115-A	1	300510-A	1		
35812-A	1	80444-A	1	118256-A	1	300120-A	1	300520-A	1	PACKAGE	SUP
35814-A	1	80446-A	1	174200-A	1	300125-A	1	300530-A	1	1082	1
40640-A	1	80485-A	1	<b>★</b> 174201	1	300130-A	1	400100-A	1	1168	1
40644-A	1	★80486	1	178890-A	1	300135-A	1	400150-A	1		
68005-A	1	81110-A	1	178892-A	1	300140-A	1	400200-A	1		
68006-A	1	★81111	1	178910-A	1	300145-A	1	400300-A	1		
★68007	1	81394-A	1	178911-A	1	300150-A	1	400400-A	1		
70250-A	1	81395-A	1	182510-A	1	300155-A	1	400500-A	1		

#### SUPPLEMENT 1 TO NMF 100-AO

INDEX TO ARTICLES							
Article Item	Article	Item	Article	Item			
А	D		Р Р				
Agenda Books		178910	Pads:				
Appointment Books 178910	Buplicating Machines, NOI		BCalendar desk	178890			
_			©Date	178910			
В	F		BDesk blotter	153730			
Banana Chips or Crisps74800	®Finders, list	178910	Object Boost Boost And America And America And America	lotter			
Block(s):	Fruit Chips or Crisps		retainers of fabric, paper or				
® <i>Flooring</i>			pulpboard				
Flooring, wood, not exceeding 18	Н			178910			
inches in length, not inlaid, wood	Handles:		Parts:				
carpeting nor parquet flooring 112540	Magnesium rake or lute	195665	Ocopier, NOI				
Books:	©Magnesium rake of fute	105005	BCopying machine, NOI				
Agenda or appointment 178910	L		BDuplicating machine, NOI				
-							
C	BList Finders	178910					
Ocalendar Backs or Mounts 178910	Lockers:		Magnesium rake or lute, NOI				
BCalendar Desk Pads (Date Pads),	AParcel or clothes checking, met		®Reproducing machine, NOI				
paper	wood			178910			
	BParcel or clothes checking, she		R				
Calendars:	steel		I. I				
BAdvertising, cloth, paper, pulpboard	BParcel or clothes checking, wire     mach and about		Rakes:				
or celluloid-covered steel	mesh or wire mesh and sheet & Lutes, hand, with magnesium he		Aland, with magnesium heads	and			
®Chair-beds	and detached handles of same		detached handles of same or	other			
Ochair-beds, metal or wood,	other material		material				
upholstered 80485	Other material	100000	BHand, with magnesium tines				
Chips:	м		®Reproducing Machines, NOI	118250			
Bagel, banana or bread			s				
Bagel or bread74800	Machinery or Machines:		5				
®Fruit74800	BCopying, NOI		Student Planners	178910			
ØVegetable	BCopying, NOI, scrap						
Components:	BDuplicating, NOI		Т				
© Copier, printer, scanner or facsimile	®Reproducing, NOI		Tile(s):				
(fax) machine, NOI 116030	®Mini-blinds		AFelt-base	182635			
© Copiers, NOI	Mini-Blinds	174200	®Felt-base, asphalted				
Copying Machines, NOI 118250	Molding(s):	400005					
Copying Machines, NOI, scrap 118255	Felt-base		V				
®Crisps, bagel, banana, bread, corn	®Felt-base, asphalted	182635	Wagatable China as Criana	74000			
or potato							
Orisps, bagel, bread, corn, fruit,							
potato or vegetable74800							

RULES

## **ITEM 183-A**

#### **CCSB-REGISTERED THIRD PARTY PACKAGE TESTING LABORATORIES**

The package testing laboratories named below are registered with the Commodity Classification Standards Board and are qualified to conduct the performance test procedures detailed in Items 180 and 181. For the most up-to-date list of registered labs, please refer to the CCSB's website, www.nmfta.org.

Laboratory	Location	Contact	Phone Number
Advance Packaging Corporation	Grand Rapids, MI	Kurt Buche	616.949.8044
★Advanced Packaging Technology Laboratories	Wheeling, IL	Anthony White	847.520.4343
ANAMA Package & Container Testing Services, Inc.	Mamaroneck, NY	Anton Cotaj	914.899.3300
China Packaging Research & Test Center	Tianjin, China	Wang Qing	86.22.66231632
$igstyle  ext{gh}$ Package & Product Testing and Consulting	Fairfield, OH	Timothy Glasmeier	513.870.0080 x 108
$igstyle  ext{gh}$ Package & Product Testing and Consulting	Phoenix, AZ	Mike Greer	623.869.8008
$\bigstar$ Intertek Testing Services Shenzhen Ltd.	Shenzhen, China	Victor T.J. Wang	86.755.26020298
Multi-Wall Packaging a Division of Illinois Tool Works Inc.	Danville, VA	Connie Hardy Jones	434.836.7800
Packaging Corporation of America	Mundelein, IL	Michael Manney	847.388.6028
Performance Testing Labs, LLC	Cerritos, CA	Mary Beth Proctor	562.623.4727
Pira Testing, LLC d/b/a Smithers Pira	Lansing, MI	Rob Peterson	517.322.2400
$\bigstar$ Pro-Pack Testing Laboratory, Inc.	Belleville, IL	Manuel Rosa, Jr.	618.277.1160
RockTenn Company	Carol Stream, IL	Jim Rivera	630.384.5237
Sealed Air Corporation	Danbury, CT	Colvin Allen	203.791.3656
SGS-CSTC Standards Technical Services Co., Ltd. Shunde Branch	Guangdong Province, China	▲Jack Yao	86.757.22805851
Technicolor Connected Home USA LLC - Indianapolis	Indianapolis, IN	Erv Eilmann	317.587.4534
TEN-E Packaging Services, Inc.	Newport, MN	Bob Gindorff	651.459.0671
$\bigstar$ UPS Customer Solutions - Package Design and Test Lab	Addison, IL	Kathy Struck	630.628.3700

#### SUPPLEMENT 1 TO NMF 100-AO

#### RULES

#### **ITEM 685-A**

#### PACKING OR PACKAGING—ALTERNATE FORMS

When in the separate description of articles, no class is provided for an article in a container or shipping form shown below:	conta	y the class as p ainer or shippin Note 1).						1 the
	BAGS	Bales, not compressed or compressed to less than 20 pcf	Packages compressed to 20 pcf or greater, see Note 5	BOXES	BUNDLES	C R A T E S	D R U M S	IN P A C K A G E S
Bags, as described in Item 200	-	Х	Х	-	Х	Х	-	Х
Bales, not compressed or compressed to less than 20 pcf, as described in	х	-	_		х	_	_	х
Item 205	^	-	-	_			<u> </u>	
Bales, compressed, as described in Item 205	-	-	-	Х	Х	-	-	Х
Boxes, as described in Items 220 and 222	Х	Х	Х	-	Х	Х	Х	Х
Boxes, not complying with Items 220 or 222	-	Х	-	-	Х	-	Х	Х
Boxes, with slatted sides or tops	Х	Х	-	-	Х	Х	-	Х
Bundles, as described in Item 235	Х	Х	-	-	-	-	-	Х
Carboys, as described in Item 240 (see Note 2)	-	-	-	-	-	-	-	-
Coils, as described in Item 235	Х	Х	-	-	Х	-	-	Х
Containers, bulk commodity shipping (Intermediate Bulk Containers or IBCs), as described in Item 280	□x	□x	□x	□x	□x	□x	□x	□х
Crates, as described in Item 245	Х	Х	Х	-	Х	-	-	Х
Cylinders, as described in Item 250	-	-	-	Х	-	-	Х	Х
Drums, as described in Items 255, 256, 257, 258, 260, 291, 294 and 296	Х	Х	Х	Х	Х	Х	-	Х
In glass or earthenware, in boxes as described in Item 222 (see Note 2)	-	-	-	Х	-	Х	-	Х
In glass or earthenware, in crates as described in Item 245 (see Note 2)	-	-	-	-		<u> </u>	-	Х
In metal cans	-	-	-	-	-	-	-	Х
Loose	-	-	-	-	-	-	-	-
Pails, as described in Item 225 (see Note 6)	Х	Х	Х	Х	Х	Х	Х	Х
Reels, as described in Item 235	Х	Х	Х	-	Х	Х	-	Х
Rolls, as described in Item 235	Х	Х	Х	-	Х	-	-	Х
Skids, Pallets, Platforms or Racks, lift truck, without bodies or enclosures, or with bodies or enclosures of other than metal or wood, or with only standards or stacking posts, with or without top members; complying in all other respects with provisions of Item 265	-	х	х	-	x	-	-	x
Skids, Pallets, Platforms or Racks, lift truck, metal or wood, with metal or wood bodies or enclosures, or with standards or stacking posts and side or end members, with or without top members; complying in all other respects with provisions of Item 265 (see Note 4)	x	х	х	x	x	x	x	x
Skids, other than lift truck, as described in Item 270 (see Note 3)	-	-	-	-	-	-	-	-
Tank Trucks	-	-	-	-	-	-	Х	-
Tanks:							ا ا	
Steel, thickness not less than 14 gauge	Х	Х	Х	Х	Х	Х	Х	Х
Aluminum, minimum thickness of metal not less than that prescribed for liquids in aluminum drums over 55 gallons per Item 260	Х	х	х	х	х	х	х	х
Tubes, as described in Item 275	Х	Х	Х	-	Х	Х	Х	Х

Note 1—Except as otherwise provided in this section, when no alternate container or shipping form is indicated in the above table by the letter 'X,' the provisions of Item 687 will apply. When more than one alternate container or shipping form is indicated, the lowest class provided shall apply.

Note 2—When no alternate container or shipping form is indicated above by the letter 'X' apply the higher of: (1) the highest class applicable to any authorized shipping form for the quantity shipped; or (2) class 100.

Note 3—The provisions of Item 687 will not apply if in the separate description of articles provision is made for 'loose' shipment or if no packages or forms of shipment are named.

Note 4—Alternation with 'boxes,' 'crates' or 'drums' not applicable when only one bare or wrapped article is fastened to lift truck skid, pallet or platform.

Note 5—Packages or form of shipment authorized to alternate with this provision must meet the density requirements specified in the individual commodity descriptions or as specified in Item 205(b).

Note 6—Pails will be allowed to alternate with drums only when pails are 3 gallons or greater in capacity.

SUPPLEMENT 1 TO NMF 100-AO

	SUPPLEMENT 1 TO NMF 100-AO	
ITEM	ARTICLE	CLASS
	ADVERTISING GROUP: subject to item 4640	
4800-A	<b>Calendars,</b> prepaid, etc. <b>*•</b> Cancel; see item 178910.	
4000-7	ATHLETIC GOODS GROUP: subject to item 15500	
17310-A	Skates, ice or roller, including In-Line Skates, in boxes	♦125
23700-A	Blackboards or Chalkboards, NOI; Corkboards or Tackboards; or Whiteboards, Dry Erase Boards or	♥125
20100-7	Markerboards, NOI; in boxes or crates, see Note, item 23701, or in Package 2532:	
Sub 1	Greatest dimension exceeding 96 inches, ▲see Note, item 23702, subject to Item 170 and having a density in pounds	
	per cubic foot of:	
Sub 2	Less than 10	150
Sub 3	10 or greater	77.5
Sub 4	Greatest dimension not exceeding 96 inches, ▲see Note, item 23702, subject to Item 170 and having a density in	
Sub F	pounds per cubic foot of:	105
Sub 5 Sub 6	Less than 10 10 or greater	125 70
∆23701-A	NOTE—Articles must be protected by interior packing forms necessary to afford adequate protection against damage.	70
★23702	NOTE—Greatest dimension refers to the longest straight-line dimension of the handling unit as tendered for shipment.	
A20702	BUILDING MATERIALS, MISCELLANEOUS, GROUP: subject to item 33570	
	NOTE—Also applies on accompanying hardware, angles, bars, castings, chain, cable, guides, hoods, pipe, rollers,	
	springs, motors, sprockets, track, hinges, sheaves, brackets, handles, locks, hangers, rails, hooks, pulleys, rods or	
	other fittings when in same package with the doors, door sections, grilles, partitions or shutters, or, when in	
	shipments of 36,000 pounds or more, separate packages.	
▲35040-A	Panels, folding door, wall or partition, or Interior Partitions, see Note, item 35043, or Walls; constructed with metal	
	or wood frames and rigid facings, see Notes, items 34282, 35042 and 35044; in boxes, crates or Packages 757	
A 25040 A	or 153F	70
∆35042-A	NOTE—Cores (all space within frames and between facings) must be of cellular or solid construction or consist of insulating materials. Rigid facings may be of any material or combination of materials.	
∆35043-A	NOTE—Does not apply on panels, partitions or screens which serve as portable (free standing) structures in offices,	
<u>∞</u> 330 <del>4</del> 3-A	schools or other such locations. For provisions applicable on these commodities, see item 82500, 'Panels, Partitions	
	or Screens, free standing.'	
35044-A	NOTE—Does not apply on cooling or freezing room panels ▲or walls; for class, see ▲items 53025 and 53180.	
	BUILDING METALWORK GROUP: subject to item 35600	
∆35810-A	Building Construction Wall Sections, NOI, with or without insulation, see Notes, items 35812 and 35814, in	
	packages:	
Sub 1	With door or window openings exceeding 45 percent of surface area of section	100
Sub 2	Without door or window openings or with openings not exceeding 45 percent of surface area of section:	
Sub 3	Iron or steel	70
Sub 4 ∆35812-A	Metal other than iron or steel, or metal combined with iron or steel.	85
35812-A	NOTE—Also applies on accompanying cement, fittings or fastenings necessary for installation. NOTE—Does not apply on cooling or freezing room wall sections; for class, see ▲items 53025 and 53180.	
55014-7	<b>CARBON:</b> subject to item 40550	
40640-A	▲Electrodes, furnace or electrolytic bath (Carbon Plugs), NOI, in boxes or crates, or loose when having a diameter	
4004077	or thickness of 4 inches or greater.	70
40644-A	NOTE—ACancel; no further application.	
	FENCING GROUP: subject to item 68000	
68005-A	Barricades, pedestrian, iron or steel or iron or steel and aluminum combined, in boxes or crates or secured on lift	
	truck skids or pallets, see Note, item 68006:	
Sub 1	Greatest dimension exceeding 96 inches, ▲see Note, item 68007, subject to Item 170 and having a density in	
	pounds per cubic foot of:	
Sub 2	Less than 8	300
Sub 3	8 but less than 15	110
Sub 4 Sub 5	15 or greater Greatest dimension not exceeding 96 inches, ▲see Note, item 68007, subject to Item 170 and having a density in	77.5
5ub 5	pounds per cubic foot of:	
Sub 6	Less than 8	300
Sub 7	8 but less than 15	100
Sub 8	15 or greater	65
.≙68006-A	NOTE—Pedestrian barricades tendered for shipment on lift truck skids or pallets must be securely fastened to and must	
	not overhang the edges of the lift truck skid or pallet deck. Exposed sides, edges and top must be completely	
+69007	wrapped with plastic film or corrugated fiberboard.	
★68007 70250-A	NOTE—Greatest dimension refers to the longest straight-line dimension of the handling unit as tendered for shipment. Floating Docks, including Swimmers' Platforms or Watercraft Floats or Lifts, or Sections thereof, NOI, aluminum,	
10200-7	plastic, steel or wood, see Note, item 70251, in packages, ▲see Note, item 70252:	
Sub 1	Greatest dimension exceeding 96 inches	250
Sub 2	Greatest dimension not exceeding 96 inches	150
∆70251-A	NOTE-Applies on floating docks, or sections thereof, including those represented as lifts for personal watercraft, but	
	does not apply on mechanical boat or watercraft lifts. For provisions applicable to mechanical boat or watercraft lifts,	
	see item 120080, 'Conveyors, Elevators or Lifts, NOI.'	
★70252	NOTE—Greatest dimension refers to the longest straight-line dimension of the handling unit as tendered for shipment.	

ITEM	ARTICLE	CLA
	ELOOD OD WALL COVEDINCS AND DELATED ADTICLES COOLDI autienticitar 70500	-
70000 4	FLOOR OR WALL COVERINGS AND RELATED ARTICLES GROUP: subject to item 70500	
70680-A	Carpets; Carpeting; Carpet Remnants; or Rugs, see Note, item 70681; in boxes, wrapped bales or rolls or	
Sub 1	Packages 413, 2070 or 2092: Greatest dimension as tendered for shipment 144 inches or more, ▲see Note, item 70682, subject to Item 170 and	
Sub I	having a density in pounds per cubic foot of:	
Sub 2	Less than 12	10
Sub 3	12 or greater	7
Sub 4	Greatest dimension as tendered for shipment less than 144 inches, ▲see Note, item 70682	7
∆70681-A	NOTE—The provisions for rugs apply only when:	
	1. Power machine tufted or power loom woven;	
	2. Of soft surface (pile) fabric;	
	3. Of cloth combined with foam rubber not exceeding $_{3/8}$ inch thick; or	
	4. Of woven paper fabric combined with cellular or expanded plastic or rubber not exceeding $_{3/_8}$ inch thick.	
	For provisions applicable to other rugs, see item 71000 for 'Rugs, NOI,' item 78460 for 'Fur Rugs, NOI,' and	
170000	item 196200 for 'Rugs, worn-out.'	
<b>★</b> 70682	NOTE—Greatest dimension refers to the longest straight-line dimension of the handling unit as tendered for shipment.	
	FOODSTUFFS GROUP: subject to item 72000	
◆74800-A	Snack Foods, flavored or not flavored, viz.:	
	Bacon or Pork Rinds or Skins; Bagel or Bread Chips or Crisps;	
	Chips, Puffs, Sticks or Twists, NOI;	
	Crisps, NOI, see Note, item 74801;	
	Fruit or Vegetable Chips or Crisps;	
	Grain Cakes, popped or puffed;	
	Popcorn, popped;	
	Popcorn or Puffed Rice Confectionery, sugar or syrup coated, with or without other ingredients;	
	Potato or Corn Chips or Crisps;	
	Pretzels;	
	Snack Foods, NOI;	
	In boxes, drums or Packages 1000, 2387 or 2416, subject to Items 170 and 171 and having a density in pounds	
Sub 1	per cubic foot of: Less than 1	40
Sub 1 Sub 2	1 but less than 2	30
Sub 2 Sub 3	2 but less than 4	25
Sub 4	4 but less than 6	15
Sub 5	6 but less than 8	12
Sub 6	8 but less than 10	10
Sub 7	10 but less than 12	g
Sub 8	12 but less than 15	8
Sub 9	15 but less than 22.5	7
Sub 10	22.5 but less than 30	6
Sub 11	30 or greater	6
.≙74801-A	NOTE—Crisps represented and sold as crackers are classified as crackers per item 72742, 'Crackers, NOI,' or 72743, 'Crackers, and with ' as the area may be	
	'Crackers, sandwich,' as the case may be.	
70070 4	FURNITURE GROUP: subject to item 79000	
79070-A	Bassinettes, Cradles, Cribs or Beds, bamboo, cane, fiber, grass, rattan, reed or willow, with or without metal or wood reinforcement, see Note, item ▲81111; without legs, not nested; or with legs, legs detached or folded; in	
	Packages 1F, 2F, 3F, 5F, 19F, 21F, 22F or 25F	25
79080-A	Bassinettes, Cradles, Cribs or Beds, hand portable, metal and plastic combined, collapsed, see Note, item ▲81111,	20
	in Package 25F	10
	Metallic or Wooden: subject to item 79600	
♦80440-A	Cabinets or Lockers, with or without components of other materials, see Notes, items 80441, 80442 and 80443,	
	viz.:	
	Base Cabinets (Work Bases);	
	Cabinets or Lockers, storage or wardrobe, NOI;	
	Kitchen or Bathroom Cabinets, see Note, item 80444;	
	Lockers, parcel or clothes checking; Sink or Stove Cabinets;	
	In crates or Packages 1F, 2F, 3F, 5F, 16F, 19F, 21F, 22F, 25F, 50F, 53F, 69F, 111F, 133F or 149F, see	
	Note, item 80446, subject to Items 170 and 171 and having a density in pounds per cubic foot of:	
Sub 1	Less than 1	40
Sub 2	1 but less than 2	30
Sub 3	2 but less than 4	25
Sub 4	4 but less than 6	15
Sub 5	6 but less than 8	12
Sub 6	8 but less than 10	10
Sub 7	10 but less than 12	9
	12 but less than 15	8
Sub 8		7
Sub 8 Sub 9	15 but less than 22.5	
Sub 8 Sub 9 Sub 10	22.5 but less than 30	6
Sub 8 Sub 9		

Only participants in the NMFC<sup>®</sup> at the time the transportation occurs may use the provisions herein. For explanation of abbreviations and reference marks, see last page of this Supplement. ©NMFTA 2015

SUPPLEMENT 1 TO NMF 100-AO

ITEM	ARTICLE	CLASS
	ARTICLE	CLA33
	FURNITURE GROUP: subject to item 79000	
	Metallic or Wooden: subject to item 79600	
∆80442-A	NOTE—Also applies on cabinets equipped with lavatories, sinks, refrigerators, stoves, or water heaters with or without	
	pumping system, whether in same or separate packages. When in separate packages, lavatories, sinks, refrigerators, stoves or water heaters may be in packages authorized in individual items.	
∆80443-A	NOTE—Cabinets may include faucets and drain fittings when shipped in same package with cabinet.	
∆80444-A	NOTE—Does not apply on bathroom medicine or toilet cabinets.	
∆80446-A	NOTE—The following departures from packing requirements are permitted:	
	<ol> <li>Sink cabinets may be shipped in Packages 72F or 98F.</li> <li>Wooden cabinets or lockers may be shipped in Packages 138F, 141F or 156F.</li> </ol>	
	3. Steel cabinets or lockers may be shipped in Package 114F.	
80485-A	Chair-beds, upholstered, see Note, item ▲80486, in Package 7F	110
★80486	NOTE—Applies only on those articles which by means of fixtures or mechanisms are convertible from conventional appearing seating furniture to sleeping accomodations.	
81110-A	Cradles or Cribs, see Note, item ▲81111:	
Sub 1	Metal:	
Sub 2	SU, in Packages 1F, 3F or 5F	200
Sub 3 Sub 4	KD, in Packages 1F, 3F, 5F or 19F Metal and fabric combined, with or without bottoms of other materials, collapsed, in Package 25F	85 125
Sub 5	Wooden:	120
Sub 6	SU, in Packages 1F, 3F or 5F	200
Sub 7 ★81111	KD or collapsed, in Packages 1F, 3F, 5F or 19F NOTE—Also applies on one pad, mattress, cushion or pillow when in same package with article.	85
81394-A	Playpens or Play Yards, see Note, item ▲81111:	
Sub 1	Metal and fabric combined, with or without bottoms of other material, collapsed, in Package 25F	125
Sub 2	Wooden:	200
Sub 3 Sub 4	SU, in Packages 1F, 3F or 5F KD or collapsed, in Packages 1F, 3F, 5F or 19F, see Note, item 81395	200 100
∆81395-A	NOTE—Varnished playpens or play yards may be shipped in Package 25F.	100
111755-A	Lockers, parcel or clothes checking, sheet steel, etc. ♣Cancel; see item 80440.	
111760-A	Lockers, parcel or clothes checking, wire mesh or wire mesh and sheet steel combined, etc. \$Cancel; see item 80440.	
	LUMBER GROUP: subject to item 112000	
112540-A	▲Flooring Blocks or Squares, wooden, not exceeding 18 inches in length, consisting of two or more pieces of lumber	
	or wooden flooring with or without paper backing or reinforced with dowel pins or metal or wooden splines, but	
	not inlaid, not wood carpeting nor parquet flooring, nor flooring squares backed with cellular, expanded or foam plastic:	
Sub 1	Hardwood, polished, varnished or waxed	55
Sub 2	Not polished, varnished nor waxed	50
112542-A	NOTE—▲Cancel; no further application.	
114112-A	MACHINERY GROUP: subject to item 114000 NOTE—▲Cancel; no further application.	
114112-A	Business or Office: subject to item 115700	
<b>♦</b> 116030-A	Machines, Systems or Devices, data processing, or Components, Parts or Peripherals thereof, see Note, item	
	116033, viz.:	
	Automated Teller Machines (ATMs); Computers, including Personal Computers, Laptops, Notebooks or Tablets, or Components, Parts or	
	Peripherals thereof, NOI;	
	Copiers, Printers, Scanners or Facsimile (Fax) Machines, or Components or Parts thereof, NOI, see Note,	
	item 116034, also in Package 2534; Electronic Telephone Switching Systems, or Components thereof;	
	Machines, Systems or Devices, data processing, or Components, Parts or Peripherals thereof, NOI;	
	Servers, or Storage or Networking Devices or Hardware, or Components or Parts thereof, NOI;	
	Software, NOI, data processing machine, system or device; In boxes, crates or Packages 2050, 2253, 2254, 2286 or 2291, released to a value not exceeding \$25.00 per	
	pound, see Note, item 116031, subject to Items 170 and 171 and having a density in pounds per cubic	
	foot of:	400
Sub 1 Sub 2	Less than 1 1 but less than 2	400 300
Sub 2 Sub 3	2 but less than 4	250
Sub 4	4 but less than 6	150
Sub 5 Sub 6	6 but less than 8 8 but less than 10	125 100
Sub 8 Sub 7	10 but less than 12	92.5
Sub 8	12 but less than 15	85
Sub 9	15 but less than 22.5	70
Sub 10 Sub 11	22.5 but less than 30 30 or greater	65 60
	1	I

	SUPPLEMENT 1 TO NMF 100-AO	
ITEM	ARTICLE	CLASS
∆116031-A	MACHINERY GROUP: subject to item 114000 NOTE—Unless otherwise provided in individual participating carriers' tariffs, articles moving under the provisions of item 116030 shall only be accepted subject to a maximum liability of \$25.00 per pound. If shipper fails to declare a value, or declares a value in excess of \$25.00 per pound, shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$25.00 per pound and the shipment will	
∆116033-A	move subject to such limitation of liability. In no instance will carriers' liability exceed the actual value of the article lost or damaged. NOTE—Does not apply on:	
	<ul> <li>(1) Cellular or radio telephones, including smartphones. For cellular or radio telephones, including smartphones, see item 62820, 'Radio-telephone Transmitting or Transmitting and Receiving Sets,' for provisions based on released value, and item 62850, 'Radio-telephones, cellular (Cellular Telephones),' for provisions not based on released value.</li> <li>(2) Video, computer or multimedia monitors or displays. For 'Video, Computer or Multimedia Monitors or Displays,'</li> </ul>	
★116034	see item 63321. NOTE—Also applies on stand-alone copiers, or components or parts thereof, that are not a part of a computer or data processing network or system.	
118250-A 118252-A 118253-A	<b>Copying, Duplicating or Reproducing Machines, or Parts thereof,</b> NOI, etc. <b>*.</b> Cancel; see item 116030. NOTE— <b>A</b> Cancel; no further application. NOTE— <b>A</b> Cancel; no further application.	
118255-A 118256-A	<b>Copying,</b> NOI, scrap, prepaid, etc. ♣Cancel; see item 116030. NOTE—▲Cancel; no further application.	
174200-A	SHADES OR BLINDS GROUP: subject to item 174130 Shades or Blinds, interior, including Venetian Blinds, Mini-Blinds or Vertical Blinds; or Wood Shutters, interior; in boxes or crates, ▲see Note, item 174201:	
Sub 1 Sub 2	Greatest dimension 180 inches or more Greatest dimension 96 inches but less than 180 inches	175 92.5
Sub 3 ★174201	Greatest dimension less than 96 inches NOTE—Greatest dimension refers to the longest straight-line dimension of the handling unit as tendered for shipment.	70
170000 4	STATIONERY GROUP: subject to item 178850	
178890-A 178892-A	Calendar Desk Pads (Date Pads), paper, etc. ♦Cancel; see item 178910. NOTE—▲Cancel; no further application.	
<b>å</b> ◆178910-A	Calendars and Related Articles, viz.: Agenda Books or Appointment Books;	
	Calendar Backs or Calendar Mounts; Calendar Desk Pads or Date Pads;	
	Calendars, NOI, see Note, item 178911; Calendars with Thermometers attached;	
<u> </u>	Student Planners or Day Planners; In boxes, subject to Item 170 and having a density in pounds per cubic foot of:	100
Sub 1 Sub 2	Less than 15 15 or greater	100 70
∆178911-A	NOTE—For provisions applicable to calendars constructed wholly of plastic, see item 179180. <b>TILE OR MOLDING GROUP:</b> subject to item 182300	
182510-A 182600-A	▲Tile or Molding, asphalt composition; in boxes, see Note, item 182604; or crates	60
Sub 1 Sub 2	Less than 35	70 60
∆182601-A	35 or greater	00
. ▲182602-A	classes applicable to these types of molding. NOTE—Composition molding or tile, other than rubber composition, may be shipped in bundles, all edges protected by wooden strips not less than one inch thick, metal strapped.	
182603-A 	NOTE—ACancel; no further application. NOTE—In boxes complying with the requirements of Item 222 except that one side may have a die cut circle, other than a hole, not exceeding 7 inches in diameter. Each box must contain one sample tile placed directly behind the circle for protection of contents.	
<ul> <li>▲182605-A</li> <li>182635-A</li> </ul>	NOTE—Also applies on tiles consisting of strips cut from rubber tires, surface buffed and fabric backed. ▲Tile or Molding; cork; felt-base, asphalted, decorated, painted or plain; or linoleum; in packages	70
	TOOLS, OR PARTS NAMED: subject to item 183550 Rakes, hand, having tines constructed of: subject to item 185645	
	Magnesium, etc. <b>4</b> Cancel; see item 185665. <b>Rakes or Lutes</b> , hand, consisting of magnesium heads with detached handles of same or other material; <b>or Handles</b>	
185653-A <b>↓★</b> 185665	or Parts thereof NOL in boyes:	
185653-A <b>★</b> 185665 Sub 1 Sub 2	or Parts thereof, NOI; in boxes: Exceeding 96 inches in length Not exceeding 96 inches in length	92.5 70

Only participants in the NMFC<sup>®</sup> at the time the transportation occurs may use the provisions herein. For explanation of abbreviations and reference marks, see last page of this Supplement. ©NMFTA 2015

#### SPECIFICATIONS FOR NUMBERED PACKAGES

#### Package 1082

Sec. 1. In fiberboard boxes, the fiberboard complying with Item 222, Secs. 2 and 3, except that for gross weights stipulated, boxes must be constructed and must test as indicated below:

Maximum Weight of	Type of Box	Mullen or Cady T	est (see Note 3) (Pounds	per Square Inch)
Box and Contents (Pounds)	Construction	Body Section	Тор Сар	Bottom Cap
180 See Notes 2, 3, 4	Regular Slotted with Integral Handling Flaps	275 Singlewall		
	Regular Slotted	275 Singlewall		
290 See Notes 1, 2	Half-Slotted with Cap	275 Singlewall	275 Singlewall	
	Tube with Caps	275 Singlewall	275 Singlewall	275 Singlewall
	Regular Slotted	350 Singlewall		
440 See Note 2	Half-Slotted with Cap	350 Singlewall	350 Singlewall	
	Tube with Caps	350 Singlewall	275 Singlewall	275 Singlewall

Note 2—Box may be a modified regular slotted container (RSC) having full or overlapping top flaps and bottom flanges not less than 4 inches in width.

**Note 3**—Corrugated fiberboard testing not less than 250 pounds, having a basis weight of 111 pounds and a minimum edge crush test (ECT) strength of not less than 45 pounds per inch may be used as an alternate when corrugated fiberboard of 275 pound test is required.

Note 4—Corrugated fiberboard having a minimum basis weight of 117 pounds and a minimum edge crush test (ECT) of 35 pounds per square inch may be used when:

(a) A fiberglass-reinforced paper tape is laminated between the medium and liner, spanning the area on each side of the top flap score; AND
 (b) A singlewall corrugated insert having a minimum ECT of 17 pounds per square inch is placed inside the primary lifting flange, extending

between the inside of the carton and the internal support packaging. Sec. 2. Articles must be mounted on base constructed as follows:

(a) Wood skids made of nominal 1 × 4 inch lumber, or wood frame, full dimensions of box, made of lumber of 1 inch nominal thickness having a combined cross-sectional area of not less than 9 square inches; **OR** 

(b) Full-dimension platform made of solid wood particleboard not less than 1/2 inch thick having density not less than 40 pounds per cubic foot; OR

(c) Must rest on pad full dimensions of article made of same board as box and so scored and folded so as to maintain not less than 1/2 inch clearance between article and bottom of box; **OR** 

(d) A form of expanded polystyrene not less than 1.25 pound density, not less than  $1/_2$  inch cross section under product base and  $1/_8$  inch cross section at sides and extending up sides of product not less than  $11/_2$  inches; **OR** 

(e) Full-dimension platform of 1/2 inch cell × 1 inch thick honeycomb fiberboard having a minimum compression strength of 20 pounds per square inch; OR

(f) Full-dimension platform constructed of an expanded polystyrene (EPS) core of not less than 1-pound density, not less than  $9/_{16}$  inch in thickness, wrapped within a layer of corrugated fiberboard.

Sec. 3. Not less than  $\frac{3}{4}$  inch clearance must be maintained between front and sides of article and not less than  $\frac{1}{2}$  inch between back of article and inner walls of box by full-height corner posts of the specifications and construction indicated below:

(a) L-shaped corner posts made of built-up corrugated fiberboard, the facings and corrugated mediums weighing not less than 26 pounds per 1,000 square feet; **OR** 

(b) L-shaped corner posts made of wood veneer not less than  $\frac{1}{8}$  inch thick laminated between two thicknesses of built-up corrugated fiberboard with facings weighing not less than 17 pounds per 1,000 square feet, except, facings in contact with article must weigh not less than 26 pounds per 1,000 square feet; **OR** 

(c) L-shaped corner posts made of scored and folded corrugated fiberboard testing not less than 200 pounds; OR

(d) Triangular shaped corner posts made of same board as box, scored, folded and securely fastened together to provide a double thickness of board in contact with article and double thickness reinforcement extending from the corner of the box and the apex of the triangular shaped corner post to the double thickness in contact with the article; **OR** 

(e) Triangular shaped corner posts made of same board as box, scored, folded and securely fastened together to provide double thickness on all faces of the corner post; **OR** 

(f) Figure-4 corner posts made of doublewall corrugated fiberboard testing not less than 200 pounds, providing not less than two thicknesses of board along sides of article and securely fastened the entire length of the corner post; **OR** 

(g) Two side walls of box must be reinforced by singlewall corrugated fiberboard testing not less than 200 pounds, full height of container and scored and folded to provide flanges at right angles extending along front and back of article to maintain the prescribed clearances; **OR** 

(h) When household refrigerators or freezers are mounted on wood base frame or wood skids in lieu of corner forms specified in paragraphs 3(a) through 3(g), each side wall of box must be reinforced and clearance of not less than one inch must be maintained between sides of article and inner walls of box and clearance of not less than one inch must be maintained between front and back of article and inner walls of box, by full height form made of singlewall corrugated fiberboard testing not less than 200 pounds, the corrugated mediums weighing not less than 30 pounds per 1,000 square feet, so scored and folded as to provide triangular corner posts at each end of each form providing a double thickness of board in contact with the article, the corner posts extending not less than  $3^{1}/_{2}$  inches along front wall of box and not less than three inches along back wall of box; **OR** 

(i) When ranges with hinged control panel have panel folded to back of article, corner posts may be omitted provided clearance of not less than 1 inch at front and back and  $\frac{3}{4}$  inch at sides and top is maintained by forms made of built-up corrugated fiberboard and scored and folded singlewall corrugated fiberboard pad testing not less than 200 pounds. The facings and corrugated medium of the built-up corrugated fiberboard must weigh not less than 26 pounds per 1,000 square feet and must be applied at top so that corrugations are vertical. Control panel must be protected by fiberboard form testing not less than 200 pounds; **OR** 

(j) Corner posts made from spirally wound paperboard tubes, having a minimum wall thickness of 0.125 inch and a minimum inside diameter of 2<sup>1</sup>/<sub>2</sub> inches, slit, scored and folded to maintain prescribed clearances; **OR** 

(Continued on following page)

SUPPLEMENT 1 TO NMF 100-AO

#### SPECIFICATIONS FOR NUMBERED PACKAGES

#### Package 1082 (Continued)

(k) Convolutely wound, mandrel formed, fiberboard tubular corner post with a cross-section designed to maintain prescribed clearance and necessary stacking strength; **OR** 

(I) A form of expanded polystyrene not less than 1.25 pound density, used as a structural support and providing <sup>3</sup>/<sub>4</sub> inch clearance on all facings in contact with the inner portion of the box.

Sec. 4. If length of box exceeds 34 inches and clearance at front of article is less than 3 inches, front of article must be further protected by fiberboard forms, the fiberboard meeting the requirements of paragraphs 3(a) through 3(j), OR expanded plastic foam forms having a density of not less than 1.5 pounds per cubic foot.

Sec. 5. Not less than <sup>3</sup>/<sub>4</sub> inch clearance must be maintained between top of article and inner walls of box (except that for household refrigerators or freezers, clearance of not less than 1 inch must be maintained) and in addition top of article must be further protected with fiberboard tray or cap, except: (a) Such tray or cap will not be required in box constructed with flanged caps; **OR** 

(b) When article is attached to wood base frame and protected by full-height corner posts, top tray or cap may be omitted provided top flaps are glued not less than 75 percent of area of contact; **OR** 

(c) A cap of expanded polystyrene not less than 1.25 pound density, not less than 3/4 inch cross section on top of product and 1/8 inch cross section at sides and extend down sides not less than 2 inches.

Sec. 6. Boxes must be closed by one of the following methods:

(a) Boxes constructed with body and flanged cap or tube and top and bottom caps must have flanges not less than 3 inches wide and must be closed as follows:

1. Interlocking flanges of body and cap or tube and top and bottom caps must be securely strapped with metal straps, or wire; OR

2. When flanges of body and cap or tube and top and bottom caps do not interlock, flanges of cap or caps must be securely glued to body or tube over entire area of contact.

(b)

closed.

1. Boxes with flaps may have gap in top and bottom lengthwise (outer flaps) not exceeding 4 inches when top and bottom flaps are securely

2. Boxes with interlocking top cap may have bottom flanges not less than 6 inches wide when securely closed with adhesive.

3. On boxes with flaps, one top inner flap may be scored and partially folded to provide a double thickness lifting flange or a short slotted flap may be used to provide multiple lifting flanges.

(c) Boxes complying with Note 2 must have top closure effected by gluing not less than 75 percent area of contact and bottom flaps secured to base by gluing not less than 75 percent area of contact.

Package 1168

▲Cancel; obsolete.

#### ITEM 300100-A

#### APPLICATION

These procedures ▲govern the processing of claims for loss or damage to property transported or accepted for transportation, in interstate or foreign commerce, by ▲motor carriers, subject to 49 USC Subtitle IV, part B, ▲that participate in the National Motor Freight Classification<sup>®</sup>.

#### **ITEM 300105-A**

#### FILING OF CLAIMS

(a) Compliance with Regulations. A claim for loss or damage to cargo will not be voluntarily paid by a carrier unless filed Aas 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 or damage 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 written or electronic communication  $\triangle$  from a claimant, filed with a proper carrier within not more than nine (9) months from the date of delivery in the event of a damage claim, and not more than nine (9) months from the date of the bill of lading in the event of loss, at a minimum shall be accompanied by the following documents and/or information:

1. A copy of the bill of lading or facts sufficient to enable the carrier to whom the notice of the claim is submitted to identify the shipment(s) of property alleged to have been lost or damaged,

2. Facts and documents upon which the claimant's assertion of carrier liability for the alleged damage or loss is based,

3. A Aspecified or determinable amount of money for the alleged damage or loss, and Athe documents and/or information establishing the basis for that amount of money.

(c) Documents Not Constituting Claims. 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, shall, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in paragraph (b) of this section.

(d) Claims Filed for Uncertain Amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100.00 more or less," the carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim  $\blacktriangle$  for a specified or determinable amount of money shall have been filed in accordance with the provisions of paragraph (b) of this section.

(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 shall 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, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation on the part of each claimant of ▲their title to the property involved or ▲their right with respect to such claim.

#### (f) Delivery Receipt.

▲1. A shipping container(s) or package(s) showing any external signs of damage when received by the consignee is to be noted on the delivery receipt and such shipping container or package is to be opened promptly and the contents inspected by the consignee.

▲2. Possession of a signed delivery receipt, with no exceptions or damage noted thereon, shall be prima facie evidence that the carrier has successfully discharged its obligations under Section 14706 of 49 USC.

▲ (g) Civil Action. A civil action must be filed not more than two (2) years from the date on which the carrier provided written or electronic notice disallowing all or part of the claim.

#### **ITEM 300110-A**

#### ACKNOWLEDGMENT OF CLAIMS

(a) Each carrier shall, upon receipt in writing or ▲electronically of a proper claim in the manner and form described in these procedures, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing or electronically within 30 days of the receipt thereof. The carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

(b) The carrier shall at the time each claim is received create a separate file and assign thereto 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 acknowledgment of receipt. At the time such claim is received the carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's acknowledgment of receipt to the claimant. The carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering such shipment, unless the carrier has established an orderly and consistent internal procedure for assuring:

1. That all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim,

2. That all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place), and

3. That such procedures prevent the duplicate or otherwise unlawful payment of claims.

#### ITEM 300115-A

#### **INVESTIGATION OF CLAIMS**

(a) Prompt Investigation Required. Each claim filed against a carrier in the manner prescribed in these procedures shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) Supporting Documents. When a necessary part of an investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice, or an exact copy thereof or any extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions, of any nature whatsoever and the terms thereof, or depreciation reflected thereon; Provided, however, that where property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has been sold, or where the property has been transferred at bookkeeping values only, the carrier shall, before voluntarily paying a claim, require the claimant to establish the destination value in the quantity, shipped, transported, or involved; Provided, further, that when supporting documents are determined to be a necessary part of an investigation, the supporting documents are retained by the carriers for possible FMCSA inspection.

(c) 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 shall obtain from the consignee of the shipment involved a certified statement in writing ▲or electronically that the property for which the claim is filed has not been received from any other source.

#### ITEM 300120-A

#### **DISPOSITION OF CLAIMS**

Each participating carrier subject to 49 USC Subtitle IV, part B which receives  $\blacktriangle$  in writing or electronically  $\blacklozenge$  a proper claim for loss or damage, to property transported shall pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim by the carrier; Provided, however, that, if the claim cannot be processed and disposed of within 120 days after receipt thereof, the carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its file thereon.

#### **ITEM 300125-A**

#### PROCESSING OF SALVAGE

(a) Whenever material, goods or other property transported by a carrier subject to the provisions herein ▲is damaged or alleged to be damaged and is, as a consequence thereof, not delivered, or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

(b) Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(c) Upon receipt of a claim number on a shipment on which salvage has been processed in the manner herein before prescribed, the carrier shall record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of money to the person or persons lawfully entitled to receive the same.

#### **▲ITEM 300130-A**

#### PILFERAGE

When offering a shipment for delivery, if any portion of shipment bears any indication of having been pilfered, a joint inventory of contents must be made by carrier and consignee and the results of inventory so noted on carrier's delivery receipt.

#### ITEM 300135-A

#### **REPORTING CONCEALED DAMAGE**

(a) When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery it must be reported by the consignee to the delivering carrier upon discovery.

(b) Reports must include a request for inspection by the carrier's representative.

(c) Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed by ▲a written or electronic communication.

▲ (d) While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so.

▲ (e) Unless otherwise specified by the carrier, notice of loss or damage should be provided to the carrier within ▲ five (5) business days from the date of delivery.

▲ (f) If five (5) business days, or such other period as specified by the carrier, pass between the date of delivery of the shipment by carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier.

(Continued on following page)

#### ITEM 300135-A-Continued

2

#### (g) Reasonable evidence includes, but is not limited to:

- 1. ▲Identifying the party(ies) responsible for unloading,
  - Aldentifying the chain of custody of the article, including prior transportation by any mode,
- 3. ALocation(s) of the article(s) once the shipment was received until the damage was noted,
- 4. ▲Any mechanical or physical handling by the consignee subsequent to delivery by the carrier.

▲ (h) If a clear delivery receipt is available on the shipment, e.g. no damage or shortage is noted, the claimant must provide documentation showing that damage or loss occurred prior to delivery.

#### ITEM 300140-A

#### **INSPECTION BY CARRIER**

▲Inspection will be made within five (5) business days after receipt of ▲a written ▲or electronic request from consignee, excluding Saturdays, Sundays and holidays. A day will be considered as the passing of 24 hours from 9 A.M., local time from the date of receipt of request for inspection. Inspection ▲will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts. If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case inspection will be limited to factual report. Consignee must cooperate with carrier in every way possible to assist in the inspection. A written record of carrier's findings will be made ▲and the original ▲report will be given ▲to the consignee for claim support. Any inspection report issued must be incorporated in claim file.

#### ITEM 300145-A

#### FAILURE TO INSPECT

In the event carrier does not make an inspection, the consignee must make the inspection and record all information to the best of Atheir ability pertinent to the cause. Consignee's inspection, in such case, will be considered as the carrier's inspection and will not jeopardize any recovery the consignee is due based on the facts contained in the report.

#### ITEM 300150-A

#### SALVAGE RETENTION

When visible or open damage to a shipment has been established by notation having been given at time of delivery or concealed damage established by inspection report, it is the duty of the consignee to retain damaged merchandise and shipping container until carrier desires to take possession of merchandise as salvage. If record conclusively reflects carrier liability, carrier will take possession of the damaged merchandise **▲**within 30 days from date shipment was noted damaged on carrier delivery receipt or from date of inspection report, if damage was concealed. If carrier does not take possession of the damaged merchandise within the time prescribed above, consignee must contact delivering carrier **▲**in writing or electronically and request removal of goods from **▲**their premises within 15 days from the date of such communication. The above applies only when the carrier and consignee agree that the carrier will handle disposition of the salvage, and does not in any manner affect the legal duty that the consignee, when there is substantial value in the salvage, must accept and handle it in such a manner as to mitigate the carrier's loss as much as possible. If there is doubt of carrier liability, the carrier will so advise consignee; in which event the consignee may hold the merchandise until liability of carrier is determined, or may dispose of it so as to mitigate the damage, and may file claim for such damage. Carrier will remove the damaged goods within the 15-day period or advise consignee that carrier liability is in doubt and that damaged merchandise is to be retained by the consignee until carrier has completed investigation of claim.

#### **▲ITEM 300155-A**

#### **PRIOR TRANSPORTATION**

If a concealed damage inspection report covers merchandise which has had prior transportation movement, consignee is required to assist carrier in determining if shipment was opened and inspected by shipper prior to reshipment, and if not, shall then assist carrier in every way possible to establish record of prior transportation.

#### **▲ITEM 300160-A**

#### **DISPUTE RESOLUTION**

Any dispute arising between the parties regarding the interpretation, application or enforceability of the terms and/or conditions of these procedures, including a carrier's offer to pay, decline, or make a firm compromise settlement offer, shall be submitted to binding arbitration for resolution. As the parties shall mutually agree, Transportation Arbitration and Mediation, PLLC, Washington, DC, or another body experienced in resolving transportation disputes or claims, shall conduct the arbitration. The arbitration process will be commenced within thirty (30) days after the parties are unable informally to resolve the dispute or claim. The arbitration decision shall be enforceable in a court of competent jurisdiction.

#### **▲ITEM 300170-A**

#### SPECIAL OR UNIQUE CIRCUMSTANCES

To verify piece count and condition of goods being tendered, carrier personnel must be permitted access to observe loading and/or unloading of each shipment at time of pick-up and/or delivery. In the event that carrier personnel is not provided or permitted access to observe the loading and/or unloading of each shipment, carrier personnel shall notate the restriction placed on it by the consignor and/or consignee on the bill of lading, delivery receipt, or other shipping papers at the time the restriction is imposed and prior to signing the transportation documents. Such notation may be in the form of "Shipper Load and Count," "SL&C," "Said to Contain," "S.T.C.," or any other similar form that clearly documents that the carrier was unable to verify the condition and quantity of the goods tendered to it. When bills of lading or shipping papers are so notated, carrier liability may be limited in the event of loss and/or damage due to improper loading or unloading.

The following documents are considered to be shipping papers:

a) Bills of Lading

b) Delivery Receipts

c) Invoices

d) Manifests

e) Packing Lists

f) Shipping Orders

g) Waybills

## Standard Form for Presentation of Loss or Damage Claims

(See ▲NMFC<sup>®</sup> Item 300100)

Claimants may make use of this form when filing claims with carriers that participate in the National Motor Freight Classification<sup>®</sup> (NMFC<sup>®</sup>). The terms under which property is accepted and transported are stated on the bill of lading issued by the carrier, and in contracts, schedules, tariffs and classifications to which the carrier is party to. Unless otherwise provided, detailed procedures and deadlines for filing claims can be found in  $\triangle$ NMFC<sup>®</sup> Items 300100 through  $\triangle$ 300170. These procedures comply with the Federal Motor Carrier Safety Administration regulations for processing of claims for loss, damage, injury, or delay to property transported or accepted for transportation by motor carriers subject to 49 USC Subtitle IV, part B.

Carrier Name:	Claimant's Reference No.:		
Address:	Carrier's Freight Bill or Pro No.:		
City, State, Zip: Telephone: Fax: Date:	Per ▲NMFC <sup>®</sup> Item 300105 all claims must be filed not more than 9 months from the date of delivery in the event of a damage claim and 9 months from the date of the Bill of Lading in the event of loss.		
This claim for \$ is made against your company for	or [ ] Damage or [ ] Loss in connection with the shipment described below.		
Shipper's Name:	Consignee's Name:		
Point Shipped From:	Final Destination:		
Name of Carrier Issuing Bill of Lading:	Name of Delivering Carrier:		
Date of Bill of Lading:	Date of Delivery:		
Routing of Shipment:	Delivering Carrier's Freight Bill or Pro No.:		
(Number and description of articles, nature and exte	/ING HOW AMOUNT CLAIMED IS DETERMINED* tent of loss or damage, invoice price of articles, amount of claim, etc.) ND ALLOWANCES MUST BE SHOWN		
▲NMFC <sup>®</sup> Item No. of commodity lost or damaged:	Total amount claimed \$		
▲NMFC <sup>®</sup> Item No. of commodity lost or damaged:	Total amount claimed \$		
*Claims must identify a specified or determinable amount of mo	oney for the alleged loss or damage.		
*Claims must identify a specified or determinable amount of mo The following documents are submitted in support of this claim	oney for the alleged loss or damage.		
*Claims must identify a specified or determinable amount of mo The following documents are submitted in support of this claim Original Bill of Lading	oney for the alleged loss or damage. h**: Carrier's Inspection Form		
*Claims must identify a specified or determinable amount of mo The following documents are submitted in support of this claim Original Bill of Lading Carrier Document Showing Notation of Loss or Damag	oney for the alleged loss or damage. h**: Carrier's Inspection Form		
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PROCEDURES GOVERNING OVERCHARGE CLAIMS, UNIDENTIFIED OR DUPLICATE PAYMENTS INVOLVING THE TRANSPORTATION OF PROPERTY BY MOTOR CARRIERS OF HOUSEHOLD GOODS, MOTOR CARRIERS PARTICIPATING IN THE NONCONTIGUOUS TRADE AND FREIGHT FORWARDERS SUBJECT TO 49 USC SUBTITLE IV, PART B

#### ITEM 300300-A

#### APPLICATION

These procedures, which conform to the regulations of the Federal Motor Carrier Safety Administration, are limited in their application to the processing of claims for overcharges, duplicate payments or overcollection for the transportation of property in interstate or foreign commerce by motor carriers of household goods, motor carriers participating in the noncontiguous trade, and freight forwarders subject to 49 USC Subtitle IV, part B, ▲that are participants in the National Motor Freight Classification<sup>®</sup>.

For procedures relating to billing disputes involving the transportation of property in interstate or foreign commerce other than by motor carriers of household goods, motor carriers participating in the noncontiguous trade, or freight forwarders subject to 49 USC Subtitle IV, part B, see Item 300500.

#### ITEM 300310-A

#### DEFINITIONS

(a) Carrier: ▲A motor carrier or freight forwarder subject to 49 USC Subtitle IV, part B.

(b) Overcharge: ▲An overcharge as defined in 49 USC 14704(b). It also includes duplicate payments as defined in paragraph (c) of this section and overcollections as defined in paragraph (d) of this section when a dispute exists between the parties concerning such charges.

(c) Duplicate Payment: ▲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) Unidentified Payment: ▲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.

(e) Claimant: Any party, or Atheir authorized agent, filing a request for the refund of an overcharge, or duplicate payment, or overcollection.

#### ITEM 300320-A

#### FILING AND PROCESSING CLAIMS

(a) All claims must be filed within 180 days from the receipt of the original invoice. Receipt of original invoice shall be determined to be 5 business days from the invoice date. Unless otherwise provided, no claims will be accepted after this period.

(b) A claim for overcharge, duplicate payment or overcollection shall not be paid unless filed in writing or electronically Awith 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.

(c) 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.

#### **ITEM 300330-A**

#### DOCUMENTATION OF CLAIMS

(a) Claims for overcharge, duplicate payment or overcollection shall be accompanied by sufficient information to allow the carrier(s) to conduct an investigation and pay or decline the claim within the time limitations set forth in Item 300370. 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 are believed by claimant to substantiate the basis for its claim.

(c) Claims for duplicate payments and overcollection shall be accompanied by the original freight bill(s) for which charges were paid **A** 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 Item 300340 to obtain 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.

PROCEDURES GOVERNING OVERCHARGE CLAIMS, UNIDENTIFIED OR DUPLICATE PAYMENTS INVOLVING THE TRANSPORTATION OF PROPERTY BY MOTOR CARRIERS OF HOUSEHOLD GOODS, MOTOR CARRIERS PARTICIPATING IN THE NONCONTIGUOUS TRADE AND FREIGHT FORWARDERS SUBJECT TO 49 USC SUBTITLE IV, PART B

#### ITEM 300340-A

#### **INVESTIGATION OF CLAIMS**

(a) Upon receipt of a claim, whether written or ▲electronically filed, the processing carrier shall within 5 business days initiate an investigation and establish a file, as required by Item 300350.

(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 Item 300380.

(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  $\triangle$  claim must be filed  $\triangle$  in writing or electronically before the carrier becomes subject to the time limits for settling such a claim under Item 300370.

#### **▲ITEM 300350-A**

#### **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 or electronic acknowledgment of receipt required under Item 300360. 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.

#### **ITEM 300360-A**

#### ACKNOWLEDGMENT OF CLAIMS

Upon receipt of a written or electronically  $\triangle$  filed claim, the carrier shall acknowledge its receipt in writing or electronically to the claimant within 30 days after the date of receipt except when the carrier shall have paid or declined in writing or electronically within that period. The carrier shall include the date of receipt in its  $\triangle$  file for that claim.

#### ITEM 300370-A

#### **DISPOSITION OF CLAIMS**

The processing carrier shall pay, decline to pay, or settle each ▲claim within 60 days after its receipt by that carrier, except where the claimant and the carrier agree in writing or electronically to a specific extension based on 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 or electronically, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

#### ITEM 300380-A

#### DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES, AND DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS

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 ▲that will enable it to identify the payment. 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.

Notice shall be in writing Aor electronically transmitted 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.

Upon 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 part.

When a carrier Athat 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 (when single or joint line haul) discovers or is notified by such a participating carrier that an overcharge or duplicate payment or overcollection exists for any transportation charge Athat has not been the subject of a claim, the carrier shall create a file as if a claim has 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 the duplicate payment within 30 days from the date of such discovery or notification.

#### **PROCEDURES GOVERNING BILLING DISPUTES**

#### ITEM 300500-A

#### APPLICATION

These procedures govern the processing of billing disputes involving the transportation of property in interstate or foreign commerce by motor carriers that are participants in ▲the National Motor Freight Classification<sup>®</sup>.

For procedures relating to overcharge claims, and unidentified or duplicate payments involving the transportation of property in interstate or foreign commerce by motor carriers of household goods, motor carriers participating in the noncontiguous trade, or freight forwarders subject to 49 USC Subtitle IV, part B, see Item 300300.

#### **ITEM 300510-A**

#### DEFINITIONS

(a) Carrier: ▲A motor common carrier or household goods freight forwarder subject to 49 USC Subtitle IV, part B.

(b) Billing Dispute: ▲A dispute over the charges or fees originally or subsequently billed by the carrier.

(c) Claimant: Any shipper or receiver, or A their authorized agent, filing a billing dispute with a carrier.

#### **ITEM 300520-A**

#### FILING AND PROCESSING OF BILLING DISPUTES

(a) All billing disputes must be ▲filed within 180 days from the receipt of the original invoice. Receipt of original invoice shall be determined to be 5 business days from the invoice date. Unless otherwise provided, no disputes will be accepted after this period.

(b) A billing dispute shall not be paid unless field in writing or electronically with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such disputes. When a dispute is submitted to another carrier that participated in the transportation, that carrier shall transmit the dispute to the collecting carrier within 15 days of receipt. If the collecting carrier is unable to dispose of the dispute for any reason, the dispute may be filed with or transferred to any participating carrier for final disposition.

(c) A single billing dispute may include more than one shipment provided the dispute 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.

(d) All billing disputes shall be accompanied by sufficient information to allow the carrier(s) to conduct an investigation and pay or decline the dispute within 60 days. Information submitted shall include the name of the claimant, its file number, if any, or applicable pro, bill of lading, or invoice number, and the amount of the refund sought to be recovered.

(e) ABilling disputes 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.

(f) Upon receipt of a billing dispute ▲the processing carrier shall:

- 1. Promptly initiate an investigation,
- 2. Establish a file,

3. Assign a successive ▲file number and note that number on all documents ▲submitted in support of the ▲billing dispute and all records and correspondence with respect to the ▲billing dispute,

4. Provide a written or electronic acknowledgment of the billing dispute within 30 days of receipt.

(g) In the event the carrier processing the dispute requires information or documents in addition to that submitted with the dispute, the carrier shall notify the claimant in 5 business days and request the information required.

(h) The processing carrier shall pay, decline to pay, or settle each ▲billing dispute within 60 days after its receipt. If the carrier declines to pay a ▲billing dispute or makes settlement in an amount different from that sought, the carrier shall notify the claimant in writing or electronically, of the reason(s) for its action.

#### **▲ITEM 300530-A**

#### **DISPUTE RESOLUTION**

Any dispute arising between the parties regarding the interpretation, application or enforceability of the terms and/or conditions of these procedures, including a carrier's offer to pay, decline, or make a firm compromise settlement offer, shall be submitted to binding arbitration for resolution. As the parties shall mutually agree, Transportation Arbitration and Mediation, PLLC, Washington, DC, or another body experienced in resolving transportation disputes or claims, shall conduct the arbitration. The arbitration process will be commenced within thirty (30) days after the parties are unable informally to resolve the dispute or claim. The arbitration decision shall be enforceable in a court of competent jurisdiction.

#### Standard Form for Presentation of Billing Disputes or Overcharge Claims

(See ▲NMFC<sup>®</sup> Items 300300 or 300500)

Claimant:	
Name:	Claimant's Reference No.:
Address:	Claim Amount: \$
City, State, Zip:	
Telephone: Fax:	
Email:	within 180 days from receipt of original invoice. Claims filed after
Date*:	this period will not be accepted.

#### **Detailed Statement of Claim**

Freight Bill No. or Pro No.	Date	Weight	Amount Paid	Correct Amount	Overcharge Amount

Supporting Documentation:

Original Freight Bill (must be included if available)

Rate, Classification, Commodity Description or Weight Claimed to Have Been Applicable

Freight Bill Payment Information

Other Documents or Data to Support Claim

Additional comments:

Except as otherwise provided in individual carrier's tariffs, for procedures governing overcharge claims, unidentified or duplicate payments involving the transportation of property by motor carriers of household goods, motor carriers participating in the noncontiguous trade and freight forwarders subject to 49 USC Subtitle IV, Part B, see  $ANMFC^{\circ}$  Items 300300 through 300380.

Except as otherwise provided in individual carrier's tariffs, for procedures governing billing disputes, see ANMFC® Items 300500 through 300530.

#### **▲ITEM 400100-A**

#### APPLICATION

In the absence of a separate interline agreement between the participating motor carriers, these procedures shall apply in the settlement of interline claims and interline settlements between participating member carriers from billing disputes, overcharges, undercharges, adjustments in rates or weights, assessment of storage charges, or other accessorial charges. The procedures in effect when initial apportionment of revenue between carriers is made shall govern any subsequent adjustment.

Any carrier that is a party to these procedures must also be a participant in the National Motor Freight Classification® (NMFC®).

#### **△ITEM 400150-A**

#### **DISPUTE RESOLUTION**

Any dispute or claim arising between the parties regarding the interpretation, application or enforceability of the terms and/or conditions of this agreement, including the division or payment of revenues to the respective parties for the transportation services provided, or responsibility or liability for loss and/or damage to interline shipments, shall be submitted to binding arbitration for resolution. As the parties shall mutually agree, Transportation Arbitration and Mediation, PLLC, Washington, DC, or another body experienced in resolving transportation disputes or claims, shall conduct the arbitration. The arbitration process will be commenced within thirty (30) days after the parties are unable informally to resolve the dispute or claim. The arbitration decision shall be enforceable in a court of competent jurisdiction.

#### **▲ITEM 400200-A**

#### **INDEMNIFICATION**

Each motor carrier participating in an interline arrangement conducted under these procedures agrees to defend and hold harmless and fully indemnify the other participating motor carriers (without regard to whether the indemnified motor carrier's liability is vicarious or implied in law) against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage, including reasonable attorney's fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, caused by or arising from the indemnifying carrier's negligent or intentional acts or omissions in its performance of its responsibilities in the interline arrangement.

#### **▲ITEM 400300-A**

#### **INSOLVENT CARRIERS**

The parties acknowledge and agree that the collecting carrier acts as trustee of those portions of the interline revenue due and owing to its interline partner(s) for providing the involved interline transportation service(s). Such funds constitute trust property held by the trustee carrier for the benefit of and due to its interline partner(s) participants in the interline agreement creating those transportation charges.

Uncollectible amounts due from an insolvent carrier shall be borne by all other carriers involved in the shipment, on a prorate basis of their final revenues, subject to the following exceptions:

(a) When, through its own fault, the claimant carrier fails to request payment of the insolvent carrier before it became insolvent, and/or

(b) Fails to file proof with the bankruptcy judge prior to the limitations fixed by the court for the filing of claims.

In the case of (a) or (b) above, the amount due from the insolvent carrier shall be borne by the claimant carrier. Intermediate carriers are not relieved of their responsibility in this regard if they are handling the claim with the insolvent carrier, for account of the claimant carrier, prior to the time carrier becomes insolvent.

#### ITEM 400400-A

#### DEFINITIONS

The following definitions will apply when such terms are used in these procedures or in individual carrier agreements governed by these procedures: (a) CARRIER:

1. CARRIER: Any motor carrier who participates in these procedures.

- 2. ORIGIN CARRIER: The carrier on whose line the shipment originates.
- 3. INTERMEDIATE CARRIER: Any involved carrier that is neither the origin or destination carrier.
- 4. DESTINATION CARRIER: The carrier performing the billed destination service.
- 5. CLAIMANT CARRIER: The carrier against whom claim is filed by claimant, except that if claim is filed against an intermediate carrier, the carrier to whom claim is sent for adjustment (origin or destination carrier) shall be the claimant carrier.
  - 6. COLLECTING CARRIER: The carrier responsible for the collection of the freight charges.
  - 7. INVOICING CARRIER: The carrier responsible for issuing the invoice to the payor of the freight charges.
  - (b) SHIPMENT:
    - **1. COLLECT SHIPMENT:** A shipment where the consignee (receiver) is responsible for the payment of the freight charges.
    - 2. PREPAID SHIPMENT: A shipment where the consignor (shipper) is responsible for the payment of the freight charges.

3. THIRD-PARTY SHIPMENT: A shipment where neither the consignor (shipper) nor the consignee (receiver) is responsible for the payment of the freight charges.

(c) CLAIMS:

1. BALANCE DUE BILL: Request by one member carrier of another for refund of payment(s), or collection of additional amount(s) due, resulting from errors in rate, weight, divisions, reversal of charges or other errors on the original settlement. This procedure will apply only if carrier is legally liable under the rules and interpretations of the Surface Transportation Board or other administrative body having jurisdiction, or is adjudged liable by a court of competent jurisdiction.

 CORRECTED FREIGHT BILL: An amendment or revision of original waybill (freight bill) due to errors in rate, weight, divisions, reversal of charges, or other errors.

(Continued on following page)

#### ITEM 400400-A-Continued

3. OVERCHARGE CLAIM: A written A or electronic request by shipper or consignee, or their authorized agent, for refund of overcharges based on errors in weight, rate, calculation of charges, over-collection (including duplicate payments), misrouting, or collection of charges in excess of those provided in applicable tariffs, rate schedules or contracts.

4. UNSETTLED CLAIM: Claims that have not been initially apportioned between carriers or are disputed by the carriers, or where one party fails to acknowledge the claim.

(d) OTHER:

1. INITIAL POINT: The original shipping point where freight is received from consignor or shipper.

2. INTERCHANGE POINT: Any point where two carriers interchange or transfer shipments.

3. INTERLINE FUNDS: Transportation charges collected by the invoicing carrier and held in trust for the other participating carrier or carriers for the interline settlement.

4. INTERLINE SETTLEMENT: Payment of division of revenue by one carrier and acceptance of such payment by another carrier.

5. LEGAL LIABILITY: Liability fixed by statutory laws, conditions of bills of lading, contracts, applicable tariff, rule or classification provisions and, in case of doubt, the written advice of counsel of claimant carrier.

6. MILEAGE: The mileage of the carriers shall be the ratemaking mileage.

7. NO CAUSE OF ACTION: The absence of cause of action under procedures applicable to settlement of claims.

8. RESETTLEMENT: Collection or payment after original settlement as the result of some change on the original freight bill which affects the division of revenue by more than the agreed minimum amount.

9. REVENUÉ PRORATE: A prorate based on revenue received in interline or settlement.

10. THIRD-PARTY: A person or entity who is neither the consignee nor the consignor, but has an involvement in the movement of a shipment(s).

#### ITEM 400500-A

#### COLLECTION OF CHARGES, RESPONSIBILITY AND LIABILITY

Except as provided in this procedure, the invoicing carrier shall be responsible for the collection of proper charges. Prepaid shipments, points in foreign countries requiring prepayment, or shipments insufficiently prepaid shall be the responsibility of the invoicing carrier, subject to the following exceptions:

(a) Invoicing carrier shall be responsible for collection of additional charges.

(b) When freight requiring prepayment is billed collect, or is insufficiently prepaid, it shall be accepted from the connecting carrier. The invoicing carrier shall attempt to collect the amount due, and if unsuccessful, notify the carrier at fault within 10 business days. The uncollectible amount shall then be borne by the carrier at fault.

(c) Participating carriers who fail to notify the invoicing carrier of the proper charges, including the misapplication of the rate, are not relieved from responsibility for undercharges for which the invoicing carrier may be liable, nor are they relieved for their errors that the invoicing carrier could not reasonably detect.

(d) The invoicing carrier shall receive all possible assistance from participating carriers in its effort to make collections.

(e) The invoicing carrier shall offer reasonable assistance in attempting to determine and collect the correct charges and shall make a demand on the consignee for charges that are uncollected due to an error of another carrier. Upon written **A**or electronic evidence of two (2) demands for payment, or a direct refusal of the consignee to pay, or when the consignee executes a certificate of nonbeneficial ownership prior to delivery of the property, which renders **A**them not liable for any additional charges, the carrier in error, without further action on the part of the invoicing carrier, shall pay the invoicing carrier the uncollected charges outstanding in the accounts of the invoicing carrier, provided the invoicing carrier requests payment within one (1) year from the month within which the outstanding charges were placed in the accounts of the invoicing carrier.

(f) When an amount is placed in the accounts of a carrier as the result of an error in a bill of lading or shipping order that effects the actual charges due from a shipper or consignee, for which neither origin, intermediate or destination carrier is responsible, and such amount is uncollectible, readjustment to the basis existing before such amount was placed in the accounts shall be made.

#### **▲ITEM 400600-A**

#### MISROUTING, STORAGE, REFRIGERATION OR OTHER MISCELLANEOUS CHARGES

Unless the carrier participates in the services requested, miscellaneous charges, such as storage charges, refrigeration charges, and/or other accessorial charges shall not be included in the amount of revenue used as a basis for apportionment of claims on a revenue prorate basis.

#### **▲ITEM 400700-A**

#### ARRANGEMENT OF DOCUMENTATION

All documents submitted in support of a claim, whether in writing or electronically, shall be complete, unaltered and submitted in date order beginning with the most recent document first. The carrier receiving the documentation will ascertain whether all the supporting information is present, and if not, so advise the claimant. The failure of the claimant to supply the necessary documents within 180 days of receipt of the original freight invoice will invalidate the claim. Should a participating carrier nonetheless pay the claim, that carrier shall be responsible for such payment and cannot seek contribution from the other carrier or carriers. Each carrier shall cooperate fully with other carriers in furnishing records, documentation or information necessary to resolve a claim, and shall respond to a written or electronic request for such records, documents or information within 10 business days.

#### **▲ITEM 400800-A**

#### **REQUESTS FOR RATE, INTERLINE SETTLEMENT, OR DIVISIONS INFORMATION**

When the resolution of a claim requires information about a participating carrier's rates, interline settlement, or divisions, that request shall be made in writing or electronically, and the sought information shall be provided within 10 business days of such request.

#### **▲ITEM 400900-A**

#### **DISTRIBUTION OF CLAIMS**

When the investigation of a claim is completed, the claimant carrier shall apportion the amount owing due to the claim in accordance with the appropriate division sheet or interline agreement.

Claimant carrier's transmittal shall show connecting carrier's freight bill numbers, if known, or point and date of interchange on outbound shipments and record of the original settlement, or other identifying information, so that all involved carriers may make an appropriate accounting.

If, in the investigation or handling of a claim, an undercharge due any carrier is found, such amount shall be paid to the carrier to whom the amount is due by the carrier which owes such amount.

#### **ITEM 401000-A**

#### **BILL OF LADING VARIANCES**

The shipping instructions on the bill of lading shall govern the transportation of the shipment. If the shipping instructions on the bill of lading do not agree with instructions on the package, or any **A**document other than the original bill of lading, the origin carrier will bring such discrepancy to the attention of the shipper and clarification shall be obtained. Any revisions will be effected by means of a corrected bill of lading that must be issued prior to delivery of the shipment.

If the origin carrier fails to so notify the shipper and waybills to a destination other than that shown on the bill of lading, the origin carrier shall be responsible for any additional charges incurred in transporting the shipment to the correct destination. Any other participating carriers making the same error shall be jointly responsible for the additional charges, and such charges shall be apportioned between the carriers at fault in accordance with the applicable division sheet or interline agreement.

#### **▲ITEM 401100-A**

#### **DIVERSION OR RECONSIGNMENT**

Requests for diversion or reconsignment must be received from the shipper prior to delivery of the shipment and include a corrected bill of lading noting the specific request. When a carrier is requested to divert or reconsign a through shipment and fails to do so, the carrier or carriers responsible shall be liable for any additional charges caused by such failure. When more than one carrier is liable, the additional charges shall be paid by each in accordance with the applicable division sheet or interline agreement. Any carrier performing the same service as would have been required had the shipment been correctly diverted or reconsigned in the first place shall not receive revenue in excess of that had no error been made.

#### **▲ITEM 401200-A**

#### **BILLING OR BEYOND DESTINATION**

An overcharge, including interest paid to claimant, resulting from the billing or delivery of a shipment to a destination other than the correct destination, shall be the responsibility of the carrier at fault; except that when another carrier or carriers are also at fault, the overcharge, plus any interest paid to the claimant, shall be divided equally between the carriers at fault, subject to the following:

(a) The carrier or carriers that transport the shipment from point of origin to the erroneous destination shall accept as compensation a proportion of the through or combination rate between those points, based on established divisions, or if otherwise applicable, on the basis of mileage.

(b) The shipment shall be forwarded from the erroneous destination to the correct destination via the route the forwarding carrier determines to be reasonable to the carrier or carriers at fault, unless the carrier or carriers at fault provide specific directions as to how the shipment is to be forwarded to the correct destination. In either case, the carrier or carriers transporting the shipment to the correct destination shall be entitled to the rate provided in the applicable tariff, rate schedule or contract for that movement, and the carrier or carriers at fault shall be responsible for payment of that amount.

(c) A carrier performing the same service as would have been required had the shipment been correctly billed or delivered initially shall not receive revenue in excess of that which would have been received had the error not been made.

#### **▲ITEM 401300-A**

#### MISROUTING

Claims arising from the misrouting of a shipment shall be the responsibility of the carrier at fault. Should the carrier alleged to be at fault not acknowledge the error, responsibility shall be determined by binding arbitration as set forth in Item 400150, if the involved carriers so agree, or by a court of competent jurisdiction. Such determination must be made before the claim can be paid and a charge made against the carrier at fault.

Claims based on a misrouting shall be filed with the carrier at fault, if known or determined; otherwise the claim should be filed with the origin carrier, who will initially determine the carrier at fault. The origin carrier can either request that the claimant resubmit the claim with the carrier identified as responsible for the misrouting or transmit the file to the responsible carrier who shall handle the matter with the claimant.

#### **▲ITEM 401400-A**

#### WEIGHT DISCREPANCIES

Claims arising from discrepancies in shipment weight shall be supported by the documentation and information set forth in Items 300330 or 300520 of the National Motor Freight Classification<sup>®</sup> in effect at the time of shipment and include evidence of actual weight. Should a dispute arise regarding the weight of a shipment reweighed at destination, the weight determined and approved by the destination carrier shall govern. In the event that a discrepancy in the weight of a shipment is detected, all involved carriers will be notified electronically upon such determination, and the invoicing carrier shall be responsible for the collection of any additional charges.

Claims for a reduction in the weight of a shipment, based on fewer pieces being tendered or received or the alleged failure to receive all or a portion of a shipment by the carrier at the point of origin, must be handled as a loss or damage claim and not as a rate dispute.

#### **▲ITEM 401500-A**

#### **RATE OR CLASSIFICATION ERRORS**

Claims arising from rate errors shall be established by the documentation and information set forth in Items 300330 or 300520 of the National Motor Freight Classification<sup>®</sup> in effect at the time of shipment and include reference to the applicable tariff, rate schedule, or contract.

Claims arising from errors in the application of the provisions of the National Motor Freight Classification<sup>®</sup> shall be supported by the documentation and information set forth in Items 300330 or 300520 of the National Motor Freight Classification<sup>®</sup> in effect at the time of shipment and include reference to the involved classification provision(s). The claim should also be supported by the bill of lading or shipping receipt and the original or a copy of the freight invoice.

#### **▲ITEM 401600-A**

#### CLAIMS FOR OVERCHARGES, UNDERCHARGES, MISROUTING, STORAGE AND MISCELLANEOUS CHARGES INVOLVING INTERLINE SETTLEMENTS

Overcharge claims can be presented electronically or in writing with either the origin, destination or invoicing carrier. The carrier shall provide a standard format for the presentation of overcharge claims, and shall establish procedures for the investigation of such claims. Use of the claim forms and procedures as set forth in the National Motor Freight Classification<sup>®</sup> in effect at the time of shipment is acceptable. The carrier receiving the claim will promptly notify the participating carrier or carriers of the receipt and resolution of the claim.

Undercharge claims will be presented in writing or electronically by the invoicing carrier to the payor of the transportation charges. The invoicing carrier promptly will notify the participating carrier or carriers of the presentation of the claim and will advise the participating carrier or carriers of the resolution of the claim.

Misrouting claims submitted in writing or electronically will be directed to the carrier at fault, if known. If the carrier at fault is not known, claims shall be directed to the origin carrier who shall determine fault. Once fault is determined, the origin carrier may then forward the claim to the at-fault carrier.

Claims based on storage or miscellaneous charges may be submitted in writing or electronically and will be directed to the carrier assessing such charges.

#### **ITEM 401700-A**

#### HANDLING OF CLAIMS FOR OVERCHARGES, UNDERCHARGES, MISROUTING, STORAGE AND MISCELLANEOUS CHARGES

Overcharge claims presented to a carrier other than the invoicing carrier shall be sent to the invoicing carrier and the claimant shall be so notified. The minimum amount billed by one carrier against the other on a prorated overcharge will be the amount as specified or agreed to between carriers per freight bill, except when two or more freight bills are included in a single claim, in which case the combined amounts must aggregate an average of the amount as specified or agreed to between carriers per freight bill. If three or more carriers are involved in a freight bill correction or an overcharge claim, the carrier adjusting the freight bill or paying the claim may debit the next participating carrier the balance of the freight bill correction of the prorated claim after deducting its proportion, providing that balance meets the minimum requirements for the presentation of a claim.

The minimum amount to be billed by one carrier against another carrier on a balance due bill resulting from a freight bill correction, including undercharges, misrouting, storage or other miscellaneous charges, after settlement has been concluded on the original freight bill, will be the amount as specified or agreed to between carriers per freight bill. Two or more balance due bills will not be considered to make the aforesaid minimum. That minimum does not apply on interline resettlements resulting from errors in divisions or underpayment of the amount specified on the original billing. ▲The minimum amount(s) specified or agreed to between carriers utilizing the provisions of ▲these procedures are as set forth in Attachment A.

# ATTACHMENT A

As provided in Item 401700, "Handling of Claims for Overcharges, Undercharges, Misrouting, Storage and Miscellaneous Charges." (a) The minimum amount billed by one carrier against the other on a prorated overcharge will be \$\_\_\_\_\_per freight bill. (b) When two or more freight bills are included in a single claim, the combined amounts must aggregate an average of \$\_\_\_\_\_per freight

bill.

(c) The minimum amount to be billed by one carrier against another carrier on a balance due bill resulting from a freight bill correction after settlement has been concluded on the original freight bill will be \$\_\_\_\_\_per freight bill.

By:	By:
Name:	Name:
Title:	Title:
Company:	Company:
Date:	Date:

#### EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

Abbreviation or Reference Explanation		Abbreviation or	Explanation
Mark	Explanation	Reference Mark	Explanation
ASTM	ASTM International	Sec.	Section
Avdp.	Avoirdupois	sq.	square
B&SG	Brown & Sharpe gauge	sq. ft.	square foot; square feet
BWG	Birmingham wire gauge	sq. in.	square inch(es)
°C	degree Centigrade (Celsius)	STB	Surface Transportation Board
CFR	Code of Federal Regulations	SU	Set Up
cm	centimeter(s)	t/a	trading as
COD	Collect on Delivery	t/d/b/a	trading and doing business as
Cont'd	Continued	тм	Trademark
cu	cubic	UN	United Nations
cu. ft.	cubic foot; cubic feet	U.S.	United States
DOT	Department of Transportation	USC	United States Code
d/b/a	doing business as	U.S.S.G.	United States Standard Gauge
etc.	et cetera (and other things, or the rest; and so forth)	viz.	namely
°F	degree Fahrenheit	vol.	volume
g	gram	VS.	versus
gal	gallon(s)	&	and
in.	inch(es)	0	degree
incl.	inclusive	%	percent
ISTA	International Safe Transit Association	§	Section
KD	Knocked Down	0	Indicates commodity or commodities may be subject to
kg	kilogram		special federal regulations concerning the shipping of
kPa	Kilopascal	+	hazardous materials. See Item (Rule) 540 herein.
L	liter	•	Indicates reduction
lbs.	pounds	•	Indicates increase
m	meter(s)		Indicates change in wording which results in neither an increase nor reduction
ml	milliliter(s)	σ	Indicates change in packaging
mm	millimeter(s)	$\overline{\mathbf{A}}$	Indicates that the item is being brought forward without
MPa	Megapascal		change
NMFC	National Motor Freight Classification	*	Indicates new item, package or participating carrier
NOI	Not more specifically described herein	A	Addition to Index to Articles
o/a	operating as	B	Eliminate from Index to Articles
oz.	ounce(s)	©	Change in Index to Articles
pcf	pounds per cubic foot	E	These provisions are subject to the expiration date as
psi	pounds per square inch		shown in Item (Rule) 535.
qt.	quart	0	The participation of this carrier is CANCELED; provisions of this Classification no longer apply for account of this
RSorL	Classed the same or lower		carrier.
r.p.m.	revolutions per minute	P	Under postponement
SCAC	Standard Carrier Alpha Code — The SCAC (alpha code)	®	Registered trade name or registered trademark
	listings in this Classification represent only those carriers participating in the NMFC <sup>®</sup> . For a complete listing of all	$\oplus$	Effective March 19, 2015, under authority of 49 CFR
	assigned alpha codes, see the Directory of Standard		§1312.6(b)(3).
	Carrier Alpha Codes, NMF 101.		Indicates correction of printing error

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