



LTL Freight Services Trend Transport TDTW

TARIFF 200 TDTW RULES TARIFF

Effective: 1/1/2024

Governing Publications

Kind of Tariff:

Issuing Agent: SMC3 Pricing

Tariff Series: 011997 Czarlite

Freight Class, Interstate, and Intrastate

T R A N S P O R T

TARIFF 200 TDTW - Standard Class Rates with a General Application courtesy discount subject to a Floor Minimum Charge will apply on interstate traffic between points served direct by Carrier

Application of Classes:

The shipper must use proper commodity classification descriptions on tendered bills of lading; reference Item 100 of these rules, tariff 100. Incomplete or improper commodity classification descriptions accompanied by a class rating are not acceptable forms of abbreviation and shall not determine the proper classification applicable to such commodity. Packaging types that are required for classification rating must also be shown. If a shipment is inadvertently accepted with no or an inadequate commodity description, the following rules of class application will apply:

1. Although efforts may be made to complete a shipment inspection, Carrier is under no obligation to inspect shipments.

2. If the shipment is inspected to determine an appropriate commodity description, then that inspection, if conclusive, based on the determined NMFC item, shall dictate the applied class.
3. If the shipment is inspected for weight and dimensions, if conclusive, then a shipment class will be applied based on Table 1 below.
4. If no inspection has occurred, or inspection efforts were inconclusive, then the following will apply:
 - a. If the shipment's information includes sufficient cubic foot measure, then that measure(s) along with the stated weight(s) will establish a total pounds per cubic foot metric. This metric will be used in Table 1 below to set the applied class; else,
 - b. Each pallet of the shipment will be assumed to occupy 72 cubic feet. The resulting pounds per cubic foot calculation based on the also provided shipment weight will be used in Table 1 below to set the applied class; otherwise,
 - c. If the shipment is comprised of non-palletized items, class 250 shall be applied.

Table 1

Pounds per Cubic Foot	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60



Application of Fuel Surcharge:

Fuel is updated every Tuesday morning, after the DOE publishes their weekly update.
The fuel amounts below correspond to the National Average.

At Least	But Less Than	LTL Surcharge	At Least	But Less Than	LTL Surcharge
\$1.10	\$1.15	1.50%	\$3.15	\$3.20	22.00%
\$1.15	\$1.20	2.00%	\$3.20	\$3.25	22.50%
\$1.20	\$1.25	2.50%	\$3.25	\$3.30	23.00%
\$1.25	\$1.30	3.00%	\$3.30	\$3.35	23.50%
\$1.30	\$1.35	3.50%	\$3.35	\$3.40	24.00%
\$1.35	\$1.40	4.00%	\$3.40	\$3.45	24.50%
\$1.40	\$1.45	4.50%	\$3.45	\$3.50	25.00%
\$1.45	\$1.50	5.00%	\$3.50	\$3.55	25.50%
\$1.50	\$1.55	5.50%	\$3.55	\$3.60	26.00%
\$1.55	\$1.60	6.00%	\$3.60	\$3.65	26.50%
\$1.60	\$1.65	6.50%	\$3.65	\$3.70	27.00%
\$1.65	\$1.70	7.00%	\$3.70	\$3.75	27.50%
\$1.70	\$1.75	7.50%	\$3.75	\$3.80	28.00%
\$1.75	\$1.80	8.00%	\$3.80	\$3.85	28.50%
\$1.80	\$1.85	8.50%	\$3.85	\$3.90	29.00%
\$1.85	\$1.90	9.00%	\$3.90	\$3.95	29.50%
\$1.90	\$1.95	9.50%	\$3.95	\$4.00	30.00%
\$1.95	\$2.00	10.00%	\$4.00	\$4.05	30.50%
\$2.00	\$2.05	10.50%	\$4.05	\$4.10	31.00%
\$2.05	\$2.10	11.00%	\$4.10	\$4.15	31.50%
\$2.10	\$2.15	11.50%	\$4.15	\$4.20	32.00%
\$2.15	\$2.20	12.00%	\$4.20	\$4.25	32.50%
\$2.20	\$2.25	12.50%	\$4.25	\$4.30	33.00%
\$2.25	\$2.30	13.00%	\$4.30	\$4.35	33.50%
\$2.30	\$2.35	13.50%	\$4.35	\$4.40	34.00%
\$2.35	\$2.40	14.00%	\$4.40	\$4.45	34.50%
\$2.40	\$2.45	14.50%	\$4.45	\$4.50	35.00%
\$2.45	\$2.50	15.00%	\$4.50	\$4.55	35.50%
\$2.50	\$2.55	15.50%	\$4.55	\$4.60	36.00%
\$2.55	\$2.60	16.00%	\$4.60	\$4.65	36.50%
\$2.60	\$2.65	16.50%	\$4.65	\$4.70	37.00%
\$2.65	\$2.70	17.00%	\$4.70	\$4.75	37.50%
\$2.70	\$2.75	17.50%	\$4.75	\$4.80	38.00%
\$2.75	\$2.80	18.00%	\$4.80	\$4.85	38.50%
\$2.80	\$2.85	18.50%	\$4.85	\$4.90	39.00%
\$2.85	\$2.90	19.00%	\$4.90	\$4.95	39.50%
\$2.90	\$2.95	19.50%	\$4.95	\$5.00	40.00%
\$2.95	\$3.00	20.00%	\$5.00	\$5.05	40.50%
\$3.00	\$3.05	20.50%	\$5.05	\$5.10	41.00%

For Every \$.05 increase in Diesel over 5.20 Fuel will increase by .50%

Interpretation of Tariff

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of CARRIER (titled Vice President or higher). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

Collection of Freight Charges

1. Except as otherwise provided, freight charges must be paid within 30 calendar days.
2. The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.

Principles and Practices for the investigation and disposition of failure to make payment of the freight charges

Failure to make payment of freight charges to subject carriers for services performed as a common carrier by subject carriers, which subsequently results in legal action (such as collections) taken against the debtor, will be subject to the following:

1. Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
2. A penalty of 125% of the remaining freight bill amount due to subject carriers after having added back any forfeitures as described in Paragraph 1.

Non-Waiver

CARRIER does not waive the application and effect of these tariff provisions by its failure to enforce the tariff provisions and reserves the right to enforce the tariff provisions at its option.

Payment of Charge:

1. All rates, charges or other amounts are stated in U.S. currency.
2. If credit is approved or extended, it is extended up to a maximum of 30 calendar days from the date of billing on PREPAID shipments, and 30 days after delivery on COLLECT shipments.
3. CARRIER can revoke credit privileges at its discretion.

Payment of Accessorial Service Charges:

Charges published in LTL FREIGHT SERVICES Tariff 200-A Rules are, by default, the responsibility of the party that is the payor of the freight charges. Additional services not initially requested at the time of pickup may require written authorization to be provided. If additional services are requested, the requesting party may be required to pay for such services before the execution of such, depending on whether or not prior and appropriate credit for such is available. If a request is made on the BOL that prior approval for additional services must be provided before the payor will agree to such, CARRIER may attempt to obtain such approval as requested. Pertinent information such as contact name and phone number must be provided on BOL for the request to be valid. If such a shipment is undeliverable due to approval not being given, additional charges for notification, redelivery, storage and any other applicable charges may also be assessed by CARRIER.

Bills of Lading:

Consolidation When CARRIER receives two (2) or more shipments from the same shipper, on the same date, at the same place, consigned to the same consignee at a single place, CARRIER, at its option, may combine the Bills of Lading for all such shipments into a one Bill of Lading and handle all such shipments as a single shipment. Such consolidated shipments shall be subject to all rules, regulations, and charges that would apply if they had all been tendered to the carrier as a single shipment.

Corrected 1. Corrected Bills of Lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.

2. A request to change the original freight charges collection status from collect to prepaid will require a corrected Bill of Lading from the shipper and the shipper must have established credit with CARRIER.

3. Any change in collection status will not be permitted after payment has been received.

4. A charge of \$30.00 will be assessed against the party requesting the change of Payor for processing the correction. A request to change the collection status may be submitted by the shipper on the shipper's letterhead in lieu of a corrected Bill of Lading, subject to all other provisions of this item. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected Bill of Lading.

5. Corrected Bills of Lading changing the description, density or weight of commodities in a shipment will not be accepted by CARRIER without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected Bill of Lading. In the event the description, density or weight of the commodities in a shipment is accepted, a fee of \$33.60 will be assessed against the party requesting the change. CARRIER reserves the right to refuse corrections where the validity of the



correction information has not been verified to the satisfaction of CARRIER, or where execution of the correction request would violate laws, rules or regulations.

Bills of Lading, Straight–Contract Terms and Conditions:

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's Bill of Lading or in the National Motor Freight Classification 100 Series Item 365 "Uniform Bill of Lading" in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with the title of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. NO other person(s) is authorized. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of the freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier.

California Compliance Fee:

Shipments originating from and/or destined to the state of California will be subject to a charge of \$15.00 per shipment, in addition to all other applicable charges.

Delivery Service – Unattended:

Unattended delivery service means delivery of a shipment without receipt from the consignee and will be performed only when requested by the shipper. The shipper's Bill of Lading must indicate "Deliver without receipt from consignee". Such deliveries will be at shipper's risk and CARRIER shall have no liability for loss or damage to such shipments after delivery. All freight charges must be fully prepaid.

Excessive Length:

Shipments containing one or more articles that are equal to or greater than 8 feet in length will be subject to additional charges as follows:

Equal to or greater than 8 feet but less than 12 feet \$250.00

Equal to or greater than 12 feet but less than 16 feet \$375.00

Equal to or greater than 16 feet but less than 20 feet \$535.00

Equal to or greater than 20 feet but less than 24 feet \$920.00

Equal to or greater than 24 feet \$1375.00

Limited Liability and Full Value Coverage, Cargo Loss or Damage:

CARRIER LIABILITY

1. Carrier Liability shall be determined under the Carmack Amendment, 49 USC 14706. The Carmack Amendment shall govern all claims, including intrastate shipments.

2. The following are defenses to claims for delay, loss or damage to freight:

a. Act of God

b. Act of Public Enemy

c. Riots d. Strikes

e. Other labor or work stoppages or labor unrest

f. Act of Public Authority

g. Act of Shipper h. Inherent Vice of Goods

3. Carrier shall not be responsible for special or consequential damage.

4. The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.

5. Consignee shall have a duty to accept the freight unless the goods are worthless.

6. When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

7. Carrier shall not be liable for damage caused by temperature unless temperature controlled service is requested.

8. The party asserting the claim has a duty to mitigate the claim by salvaging the damaged goods.

9. Packaging must meet NMFC standards. Failure to meet NMFC standards is considered to be an Act of Shipper as set forth in 2. above.

10. When shipments are tendered to carrier and are signed for as "____" wrapped skids, when shipment is delivered in tact where the original wrap has not been broken, carrier will assume no liability for loss or damage discovered therein either at delivery or after delivery has been performed

CLAIMS PROCEDURES

1. Claims shall be processed pursuant to 49 CFR 370.
2. Claims must be filed within 9 months of delivery or within 9 months of when the goods should have been delivered in the case of lost goods.
3. Claims must be (1) in writing; (2) identify the shipment; (3) set forth the amount of damage in a discernible amount (claims "in excess of \$100" are not acceptable).
4. A claim is deemed denied if it is declined to any extent.
5. The party asserting the claim must preserve damaged freight so that it may be inspected by Carrier.
6. For purposes of filing a claim, only the weight of the damaged or lost freight shall be considered.
7. A broker or third-party logistics company shall act as an agent of the shipper for purposes of agreeing to and binding the shipper for released rates.
8. When freight is shipped inbound collect, CARRIER's limitation of liability applies, even though the consignee has not seen the bill of lading. In this situation, the Consignor is deemed the agent of the consignee for purposes of freight arrangements.

T R A N S P O R T

LIMITATION OF CARRIER'S LIABILITY:

Except as otherwise provided, CARRIER maximum liability for cargo loss or damage shall be limited as follows (in the event more than one limit of liability rule may apply to a shipment, the rule with the lesser maximum limit of liability will apply):

CARRIER's maximum liability on shipments subject to Pallet Rates, Spot Quote, Flat Rate will be:

- 1) Per Pound per package \$2.00
- 2) Maximum per shipment \$20,000.00

Unless otherwise provided, CARRIER's maximum liability per pound per package will be the lesser of the following not to exceed \$50,000.00 per shipment (whichever is less):

- 1) Actual invoice value.
- 2) Limited liability provisions shown on the bill of lading;
- 3) Applicable Released Value or Actual Value liability provisions of STB NMF 100 series; Or

4) As shown in the table below which shall be arrived at by determining the Rated Class of the articles as published in STB NMF 100 series, or the applicable Freight All Kinds (FAK)/Exception Class rating provided for the shipment. CARRIER maximum liability will be that which is shown in Column B opposite the class shown in Column A.

COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY
50	\$.99	85	\$8.55	175	\$16.05
55	\$1.98	92.5	\$9.80	200	\$17.30
60	\$2.35	100	\$11.05	250	\$20.00
65	\$3.92	110	\$12.30	300	\$20.00
70	\$5.50	125	\$13.55	400	\$20.00
77.5	\$7.25	150	\$14.80	500	\$20.00

Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of "Extraordinary Value" and may not be accepted for transportation unless the shipper requests "Full Value Coverage"

Shipments inadvertently accepted with an invoice value or declared value shown on the bill of lading will be subject to: 1. The application of "Full Value Coverage" rates through a 3rd party liability company without the consent of the customer. The payor of the freight charges will be responsible for the additional charges to add "Full Value Coverage"; or 2. If "Full Value Coverage" is not added at the time of billing, the limit of liability for that shipment will be based on the liability limitations as can be found above.

On shipments handled by CARRIER in connection with another carrier (either Motor; Water or Rail), the lesser of either carrier's maximum liability provisions will apply. FOR EXAMPLE: If the other carrier's maximum liability on a specific shipment is \$5.00 per pound per package and Carrier's maximum liability is \$9.80 per pound per package, the maximum liability of the other carrier and/or LTL FREIGHT SERVICES CARRIERS will be \$5.00 per pound per package.

If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.

The term "package" means any primary shipping package authorized by the provisions of individual tariffs or NMF 100 series. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the maximum liability of CARRIER will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.

In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability coverage or Carrier maximum liability.

Released Value for Incandescent, Fluorescent or other types of lighting bulb or tube shall be limited to \$0.10 per pound per package or Maximum of \$10,000.00 per shipment.

Liability for loss, damage or destruction of Live Plants and/or Perishable Goods will be \$.10 per pound subject to a maximum amount of \$10,000.00 per shipment.

Liability for loss, damage or destruction of the following commodities shall be limited to \$1.00 per pound per package subject to a maximum amount of \$20,000.00 per shipment:

- a. Cigarettes, Cigars and Smokeless Tobacco;
- b. Plasma, Projection, LCD and any other Television product;
- c. Metal Filing Cabinets, Metal Tool Boxes on wheels, Pet Carriers, Metal Partitions and Shelving;
- d. Surfboards, Canoes and Kayaks;
- e. Wheels, chrome, magnesium, aluminum, or other than steel;
- f. Ladders;
- g. HVAC and Air Conditioning units not completely enclosed with appropriate packaging
- h. Photo Copying Machines (copiers) i. Aircraft Parts j. Items contained in NMFC 116030 (Computer, data processing, etc.)
- k. Countertops
- l. Garage Doors
- m. Windows
- n. Wood stove/Fireplaces
- o. Furniture
- p. Carpet/linoleum
- q. Sheet metal
- r. Cabinets
- s. Augers
- t. Showers/bathtubs/surrounds/saunas
- u. Signs/displays
- v. Glass products

- w. Vending machines
- x. Solar panels
- y. Sinks/toilets
- z. Siding

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by CARRIER from the original shipper, will be limited to lost freight only and CARRIER will not be responsible for damages.

Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by CARRIER from the original shipper and delivered without exception, when CARRIER is not given an opportunity to inspect prior to return, will be limited to lost freight only and CARRIER will not be responsible for damages.

Liability for loss, damage or destruction of property purchased or sold through internet based marketplaces (including, but not limited to eBay, Amazon, etc), will be subject to a maximum liability of \$0.10 per pound subject to a maximum of \$10,000.00 per shipment, where carrier liability is established.

Corrected bills of lading or letters of authority to change or add valuations after delivery of the shipment shall not be accepted by carrier to determine liability.

Liability for loss, damage or destruction of an Interplant Move will be limited to \$2.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

Carriers liability on any article that is 8 feet or greater shall not exceed \$.50 per pound

PART IV –

LIMITATION OF CARRIER'S LIABILITY, "OTHER THAN NEW" COMMODITIES

1. The liability of CARRIER for cargo loss or damage on "other than new" commodities will be limited to a maximum liability of not exceeding \$0.10 per pound per package subject to a maximum amount of \$10,000.00 per shipment. These provisions will apply on ALL commodities "other than new".
2. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will be considered as "other than new".
3. If the shipper declines or fails to declare the value or agree to a released value not exceeding \$0.10 per pound per package, the shipment will not be accepted. If shipment is inadvertently accepted it will be deemed to have been tendered subject to terms on file with CARRIER without benefit of any discount

that would otherwise apply had the shipment been released to a value not exceeding \$0.10 per pound per package.

4. Failure of the shipper to declare the commodity as "other than new" will not alter the application of this part.

5. Limited liability on "other than new" commodities includes, but is not limited to, STB NMF 100 series commodity groups as follows: a. Machinery Group (NMFC Items 114000 - 133454) b. Automobile Parts Group (NMFC Items 17800 - 20252) c. Electrical Equipment (NMFC Items 60500 - 63561) d. Vehicles, Motor, Parts Group (NMFC Items 188500 - 193100)

Minimum Charge – Low Density Freight / Bulky Over-Sized Shipments:

A. Applicability Shipments subject to this rule will be determined by either of the following conditions:

1. Shipments which occupy 350 cubic feet or more, or occupy 8 linear feet or more, with an average density of less than 3 pounds per cubic foot, shall have an adjusted weight applied when the applicable rate is determined; or,
2. Shipments which occupy 750 cubic feet or more, or occupy 12 linear feet or more, with an average density of less than 6 pounds per cubic foot, shall have an adjusted weight applied when the applicable rate is determined.

B. Adjusted Weight When applicable, an adjusted weight for a shipment will be determined by multiplying the shipments determined cubic feet by six (6) pounds per cubic foot. The shipments adjusted weight value will then be applied at class 125 to determine an applicable minimum charge. Class exceptions and FAK's will not apply.

C. A Minimum Charge of \$295.00 is applicable, accessorial, fees or other charges may occur in addition to this minimum charge amount.

Determination of Cube or Linear Feet Density (pounds per cubic foot) is determined as provided in (DENSITY-- METHOD OF DETERMINING) of this tariff.

UNDELIVERED FREIGHT

1. When freight cannot be delivered because of the consignee's refusal or inability to accept it, CARRIER'S inability to locate the consignee or because of an error, or omission on the part of the shipper, CARRIER will make a diligent effort to notify the shipper promptly that freight is in storage and the reason therefore.

2. Disposition instructions printed on the Bill of Lading, shipping order, shipping label or container cannot be accepted as an authority to reship, return or reconsign a shipment or to limit storage liability.



When a shipment is undeliverable CARRIER will issue a "Freight On-Hand Notice" by certified mail, return receipt requested, or electronically via facsimile transmission or email to the consignor and consignee.

Notification Detention:

Whenever a shipment pending delivery is available for delivery but is requested to be held past the following service day, Notify Detention charges may be applied beginning on the second day after notification. Notify Detention charges will not be applied for the day of the scheduled delivery. In the event, that delivery cannot be made on the scheduled date and redelivery is required, Notify Detention fees will be established from the initial notification date. The Notify Detention fee will be:

Charge Per 100 Pounds Per Day for Each Day the Shipment is Detained \$2.24 Minimum Charge Per Shipment Per Day

\$21.75 Minimum Charge Per Shipment

(Total Detention Time) \$43.40

Maximum Charge Per Shipment Per Day \$146.50

On-Hand Freight:

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of CARRIER is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which CARRIER agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. CARRIER shall (a) place the lading in public storage or CARRIER terminal, if available, unless CARRIER receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of CARRIER's initial notification to Shipper, CARRIER may offer the lading for public sale. In the case of perishable lading, CARRIER may dispose of the lading at a time and in a manner CARRIER deems appropriate. Shipper will be responsible for storage costs and reasonable costs CARRIER incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs CARRIER incurs as a warehouseman, CARRIER shall remit the balance to Shipper. If Shipper gives CARRIER timely disposition instructions, CARRIER shall use any commercially reasonable steps to abide with such instructions. Shipper will pay CARRIER's costs and any additional transportation costs CARRIER incurs in doing so.

Offset of Overcharge and Loss & Damage Claims:

The customer responsible for the payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims.

Overcharge / Undercharge Claims:

Any claim for overcharges of freight bills must be submitted within 180 days of the shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

Packing or Packaging Requirements:

1. Where packing requirements are not provided in tariffs governed hereby, the packing requirements of the NMFC will apply.
2. Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallet.

Pickup or Delivery Service – Residential:

1. The provisions of this item apply when the shipper or consignee is located at a private residence, apartment, estate, farm, or business operating at such a location, hereinafter referred to collectively as "RESIDENTIAL".

2. The term "PRIVATE RESIDENCE" shall apply to the entire premises on which a dwelling for living is located.

3. When CARRIER makes a pickup or delivery at a residential location as described in this item, an additional charge will apply as follows:

Charge per 100 pounds \$7.00

Minimum Charge \$95.00

Maximum Charge \$825.00

Charges for the services described in this item will be collected from the requestor of the services unless otherwise specified on the bill of lading.

Weight and Inspection:

1. **Weight SECTION 1**—Weight not on Bill of Lading If shipper fails to indicate a weight of the shipment on the original bill of lading, carrier will weigh the shipment and charge a fee of \$18.40

per shipment to perform this service. This fee will also be assessed should shipper or consignee request that carrier weigh or reweigh a shipment for any reason.

2. SECTION 2—Weight of Shipment (1) In the event carrier weighs a shipment and the variance in the original weight stated on the Bill of Lading is greater than 200 pounds or equal to or greater than 50 pounds and greater than 10 percent of the original stated weight on the Bill of Lading a weigh fee of \$18.40 will apply. Additionally, all applicable freight charges, fuel surcharge, and accessorial charges and any other applicable changes will be modified in accordance with the new weight. (2) In the event the carrier applies a reweigh correction pursuant to this section, paragraph (1) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the highest classed article in the shipment. (3) The \$18.40 correction fee will be assessed plus all applicable fuel surcharge and accessorial charges will be modified accordingly.
3. Inspection All shipments handled by CARRIER are subject to inspection by CARRIER or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, that the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary at our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by CARRIER of your shipment is proof of your compliance with any such applicable provisions. By tendering the shipment to CARRIER, shipper, consignee, and any interested third party consent to such inspections and agree that CARRIER will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that CARRIER is grossly negligent in performing the inspection.

T R A N S P O R T